

THE STATE OF ALABAMA
COUNTY OF LAUDERDALE

7808

PREFECTIVE COVENANTS FOR ROLLING ACRES

The undersigned, Clarence M. Hanson and wife, Myra Jane Hanson and Kenneth Wayne Killen and wife, Evelyn Killen, being the owners and all parties having any right, title or interest in all of the property embraced in the subdivision shown on the map and plat prepared by Robert W. Gass, Registered Surveyor, known and designated as Rolling Acres, located in Lauderdale County, Alabama, and recorded in Plat Book 4 at page 134, hereby impose on all the lots contained in said subdivision, except Lot 1 and Lot 12, which said lots are not subject to the covenants hereby imposed, the following covenants and building restrictions.

These covenants are to run with the land and shall be binding on all the parties and all persons claiming under them for a period of twenty-five (25) years from the date that these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years, unless by vote of a majority of the then owners of the lots, it is agreed to change said covenants in whole or in part.

If the parties hereto, or any of them, or their heirs at law or assigns, shall violate or attempt to violate any of the covenants herein, it shall be lawful for any other person or persons owning any real property situated in said development or subdivision to prosecute any proceeding at law or in equity against the person or persons violating or attempting to violate any such covenant and either to prevent him or them from so doing or to recover damages or other dues for such violation.

Invalidation of any one of these covenants by judgment or Court order shall in nowise affect any of the other provisions which shall remain in full force and effect.

1. No lot shall be used except for residential purposes, no building shall be erected, altered, placed or permitted to remain on any lot other than one detached single-family dwelling not to exceed two and one-half stories in height and private garage for not more than two cars.

2. No business 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.

3. No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other out building shall be used on any lot at any time as a residence either temporarily or permanently.

4. The ground floor area of the main structure, exclusive of one story open porches and garages, shall not be less than 1100 square feet for a one-story dwelling, nor less than 1100 square feet for a dwelling of more than one story.

5. No building shall be erected, placed or built on any lot unless said building has an exterior finish of *at least 15%* brick or equivalent, and no building shall be erected, placed or built out of cinder block, concrete block or stucco construction.

6. No structure shall be built, placed or erected within 45 feet of the front property line and 8 feet of side lines.

7. No sign of any kind shall be displayed to the public view on any except one professional sign of not more than one square foot, one sign of not more than five 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.

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

9. No outside toilet or sanitary facilities shall be placed, erected or permitted to remain on any lot.

10. The Architectural Control Committee is composed of Clarence M. Hanson or such committee as he may designate and a majority of such committee may designate a representative to act for it. In the event of 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 representatives shall be entitled to any compensation for services performed pursuant to this covenant. At any time, the then recorded owners of 85% of the lots shall have the power, through a duly recorded written instrument, to change the membership of the committee or to withdraw from the committee or restore to it any of its powers and duties. (See paragraph 14)

This document is subject to the provisions of the Alabama Uniform Gifts to Minors Act.

11. PROCEDURE. The committee's approval or disapproval as required in these covenants shall be in writing. In the event the committee or its designated representative fails to approve or disapprove within 30 days after plans and specifications have been submitted to it, or in any event, if no suit to enjoin the construction has been commenced prior to the completion thereof, approval will not be required and the related covenants shall be deemed to have been fully complied with.

12. GARBAGE AND REFUSE DISPOSAL. No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

13. SIGHT DISTANCE AT INTERSECTIONS. No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between 2 and 6 feet above the roadway shall be permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting them at points of 25 feet from the intersection of the street lines, or in case of a rounded property corner, from the intersection of the street property lines extended. The same sight line limitations shall apply on any lot within 10 feet from the intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

14. ARCHITECTURAL CONTROL. No building shall be erected, placed or altered on any lot until the construction plans and specifications and a plot plan showing the location of the structure on the lot have been approved by the architectural control committee as to quality of workmanship and materials, harmony of external design with existing structures, and as to location with respect to topography and finish grade elevation. No fence or wall shall be erected, placed or altered on any lot unless similarly approved. Approval shall be as provided in paragraph 10 above.

IN WITNESS WHEREOF, The parties hereto have hereunto set their hands and seals on this 6th day of Sept 1972.

Clarence M. Hanson (SEAL)
Clarence M. Hanson

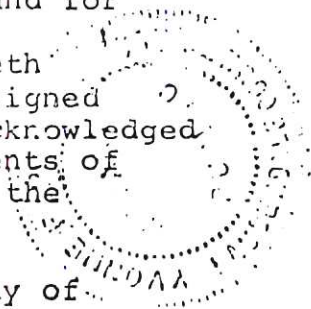
Myra Jane Hanson (SEAL)
Myra Jane Hanson

Kenneth Wayne Killen (SEAL)
Kenneth Wayne Killen

Evelyn Killen (SEAL)
Evelyn Killen

THE STATE OF ALABAMA
LAUDERDALE COUNTY

I, the undersigned authority a Notary Public in and for the State and County aforesaid, do hereby certify that Clarence M. Hanson and wife, Myra Jane Hanson and Kenneth Wayne Killen and wife, Evelyn Killen, whose names are signed to the foregoing instrument and who are known to me, acknowledged before me on this day that, being informed of the contents of this instrument, they executed the same voluntarily on the day the same bears date.



Given under my hand and official seal this 6th day of Sept, 1972.
W. J. Porter