

D E C L A R A T I O N    O F    P R O T E C T I V E    C O V E N A N T S

STATE OF ALABAMA    )  
 SHELBY COUNTY        )

KNOW ALL MEN BY THESE PRESENTS, that:

WHEREAS, the undersigned Mountain Brook Baptist Church, is the owner of all the following described property said property having been conveyed by Daniel International Corporation by deed dated September 27, 1983 :

A parcel of land situated in the SE $\frac{1}{4}$  of NE $\frac{1}{4}$ , and the NE $\frac{1}{4}$  of SE $\frac{1}{4}$ , in Section 1, Township 19 south, Range 2 west, Shelby County, Alabama, said parcel being more particularly described as follows:

Lot 1, according to the Survey of Meadow Brook Church Site Subdivision as recorded in Map Book 8, Page 127, in the Office of the Judge of Probate of Shelby County, Alabama.

NOW, THEREFORE, the undersigned do hereby expressly adopt the following protective covenants, conditions and limitations for said property previously described herein.

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

Jack A.

1. EXCLUSIVE CHURCH USE AND IMPROVEMENTS

- A. All property in the tract shall be known and described as a church site and shall be used for church purposes exclusively.
- B. No permanent structure shall be erected, altered, placed or permitted to remain other than the following: Such structure(s) as may be deemed by the undersigned to be necessary or desirable for worship, education, kindergarten, day care and/or nursery for infants and children, preparation and service of food and beverages, games, recreation, Christian Life center, and parking.
- C. No building or parking deck shall be located on any parcel nearer than 50 feet to the front lot line nor nearer than 25 feet to any side street. No building shall be located nearer than 15 feet to any interior lot line except when the undersigned has purchased property on the other side of such interior lot line. For the purposes of this covenant, eaves, steps, above-ground open decks shall be considered a part of the building.
- D. No building shall be taller than three stories or 50 feet, except that a steeple or bell tower of up to 85 feet in height shall be permitted.
- E. Lighted or unlighted parking lots and/or decks of adequate capacity and suitable design shall be located on the property and shall be expanded as needed in the future.
- F. The property shall not be further subdivided by the undersigned or their assigns.
- G. If covenants A-F cease to be in effect, in such event, the property may be subdivided and developed as single-family residential property.

2. GENERAL REQUIREMENTS

- A. It shall be the responsibility of the undersigned to prevent development of any unsightly or unkept conditions of buildings or grounds on the property which tend to decrease the beauty of the specific area or the neighborhood as a whole.
- B. No weeds, underbrush or any other unsightly growth shall be permitted to grow or remain on any part of the property; however, nothing herein shall prevent the property, or any part thereof from remaining in its natural state. No refuse pile or unsightly objects shall be allowed to be placed or remain upon any part of the property including vacant parcels. This provision shall not apply to the undersigned or its assigns during any construction, reconstruction, modification or addition of or to the church and related facilities except that such exemption shall be limited to a period of no more than twelve consecutive months.

- C. No noxious or offensive activity nor any trade or business shall be carried on upon any portion of the premises. The maintenance and operation by the undersigned of a cafeteria or Christian Life center will not be deemed to be a violation of this part C.
- D. No oil drilling, oil development operation, oil refining, quarrying or mining operations of any kind shall be carried out by the undersigned upon the property, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be installed by the undersigned upon or in the property. No derrick or other structure designed for use in boring for oil or natural gas shall be erected or maintained on the property by the undersigned.
- E. No trash, garbage or other refuse shall be dumped, stored or accumulated on the property. Trash, garbage or other waste shall be kept in authorized, sanitary containers. Garbage containers shall be kept in a clean, sanitary condition and shall be screened from the road by shrubbery or other appropriate material except during refuse collection times. No outside burning of wood, leaves or trash shall be permitted.
- F. No structure of a temporary character, trailer, tent or shack shall be permitted on the property. A fellowship hall, Christian Life center, or Christian educational building may be constructed on the property (without a chapel or sanctuary) and may be used for its primary purpose as well as a temporary place of worship. With the approval of the Architectural Control Committee, a missionary home or pastorium may be constructed on the property. There shall be no occupancy of any building until the structure is complete and a certificate of compliance has been received from the Committee. A temporary construction office may be located on the property during any construction period. It shall be removed prior to the completion of the construction for which it was utilized.

### 3. ARCHITECTURAL CONTROL COMMITTEE AND PLAN APPROVAL

- A. The Architectural Control Committee is composed of Ruel Russell, M. B. Bagby, R. C. Englund, and John B. Jinks, Jr. A majority of the 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, provided, however, the undersigned shall have the right at any time, and from time to time to designate a successor in office to the position originally designated to be held by Ruel Russell and M. B. Bagby. Neither the members of the Committee nor its designated representative, shall be entitled to any compensation.
- B. All plans for any structure or improvement whatsoever to be constructed on or move upon any of the property, or any change in the exterior of the existing building after initial approval thereof, shall be subject to and shall require the approval in writing of the Committee prior to commencement of any work. Construction may not be started before receipt of a letter of approval, a copy of which must be signed by the Owner and returned to the Committee for retention.

- C. Any remodeling, reconstruction, alterations, additions or modifications to any existing structure which does not affect the exterior appearance of the building shall not require written approval of the Committee, but shall comply with all restrictions and covenants.
- D. One set of drawings and specifications (herein referred to as "plans") for each structure proposed to be constructed on the property shall be submitted for review and approval or disapproval by the Committee at or prior to the time it is proposed to build such structure or addition. The plans submitted to the Committee shall be retained by the Committee. Said plans should be delivered to the general corporate offices of Daniel Realty Corporation or its successor, as located in Alabama, at least 10 days prior to the beginning of construction. Such delivery shall be deemed a submission to the Committee. The plans must include the following:
1. An accurately drawn and dimensional plot plan showing all buildings, drives, walks, parking lots or other improvements with all setbacks, easements and property lines clearly marked.
  2. Foundation plan, floor plan, exterior elevations of all buildings as they will actually appear after all the proposed sitework and landscaping has been done.
  3. Summary specifications including a list of proposed materials and samples of exterior colors. The Committee may also request samples of all materials with which it is unfamiliar.
- E. 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 10 days after plans and specifications have been submitted to it, approval will not be required and the related covenants shall be deemed to have been fully complied with.
- F. Neither the Committee nor any agent thereof shall be responsible to check for any defects in any plans or specifications submitted. It shall be the responsibility of the owner and his design professionals to accept responsibility for the design and construction of all improvements.
4. 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 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.
5. 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 persons owning any property in Meadow Brook, 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.

6. Subject to the approval of the undersigned and upon unanimous vote of the Committee, the Committee reserves the right to change, amend, delete, alter and add to the above regulations and restrictions.

MOUNTAIN BROOK BAPTIST CHURCH

By M. B. Bagby  
Its Chm Bd of Trustees

DANIEL INTERNATIONAL CORPORATION

By R. Caldwell Englund  
Its V. Pres.

STATE OF ALABAMA  
COUNTY OF JEFFERSON

I, Dian R. Sturim, a Notary Public in and for said County in said State, hereby certify that R. Caldwell Englund, whose name as Vice President of Daniel International Corporation, is signed to the foregoing Protective Covenants and who is known to me, acknowledged before me on this day that, being informed of the contents of the Protective Covenants, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and official seal this 27<sup>th</sup> day of September, 1983.

Dian R. Sturim  
Notary Public

My commission expires: 9-23-86

I, Paula Phileas Wight, a Notary Public in and for said County in said State, hereby certify that Milton Bagby, whose name as Chairman of the Board of Trustees of Mountain Brook Baptist Church, is signed to the foregoing Protective Covenants and who is known to me, acknowledged before me on this day that, being informed of the contents of the Protective Covenants, he, as such officer and with full authority, executed the same voluntarily for and as the act of said organization.

Given under my hand and official seal this 29<sup>th</sup> day of Sept., 1983.

Paula Phileas Wight  
Notary Public

My commission expires: 11-17-86

1983 SEP 30 AM 9:03

Dec 7.50  
Ind 1.00  
8.50