

EXHIBIT B  
DECLARATION OF PROTECTIVE COVENANTS

STATE OF ALABAMA     )

SHELBY COUNTY         )

KNOW ALL MEN BY THESE PRESENTS, that:

WHEREAS, the undersigned, CROSS-KIMBRELL PARTNERSHIP, an Alabama general partnership, is the owner of all of the following described property:

Lots 1 through 23, inclusive, of Meadow Brook Fourteenth Sector, as recorded in Map Book 9, Page 82 as recorded in the office of the Judge of Probate, Shelby County, Alabama.

WHEREAS, the undersigned desires to subject said property and each lot located in said survey to the conditions, limitations and restrictions 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 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 purposes exclusively.

B. No structure shall be erected, altered, placed or permitted to remain on any residential building lot other than detached single family dwellings not to exceed two and one-half stories, 35 feet in height, and a private garage for not more than four cars, and other outbuildings incidental to and necessary for proper residential use of the lot.

C. Notwithstanding anything to the contrary herein, the undersigned or their assigns, shall be permitted to construct and maintain on one lot only a structure and related facilities designed and used as a sales center for the marketing of real estate including the lots subject to these covenants and adjoining land and improvements thereon owned by the undersigns or their assigns.

D. No building shall be located on any lot nearer to the front lot line or nearer to the side street line than the minimum building setback lines shown on the recorded plat. No building shall be located on any lot nearer than 35 feet to the front lot line, or nearer than 35 feet to any side street line. No building shall be located nearer than 10 feet to an interior lot line. No dwelling shall be located on any interior lot nearer than 50 feet to the rear lot line. For the purpose of this covenant, eaves, steps, and open decks or terraces shall not be considered as a part of a building, provided, however, that this shall not be construed to permit any portion of a building, on a lot, to encroach upon another lot.

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*Andy Cross*  
*2704 Country Road Way*  
*Bham. Ala 35243*

E. No residential structure shall be erected or placed on any building lot which lot has an area of less than 15,000 square feet.

F. Each main structure of a residential building, exclusive of open porches, garages and basements shall meet the following size restrictions:

Dwellings shall contain not less than 1,800 square feet of finished and heated living area. In the event of a 1- $\frac{1}{2}$  story house, not less than 1,200 square feet shall be on the ground floor. A two-story house shall have not less than 1,000 square feet on the ground floor.

G. No more than a single family unit shall occupy any dwelling.

H. No lot once subdivided and recorded by the undersigned or their assigns, shall be further subdivided.

## 2. GENERAL REQUIREMENTS

A. It shall be the responsibility of each lot owner to prevent the development or 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 sole 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 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 that 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

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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 Committee as not to be visible from any road, waterway, or golf course 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, 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 interior and exterior of the dwelling is complete and a certificate, or other satisfactory evidence, of completion is received by and approved by the Committee.

H. No fence, wall, hedge, or shrub planting which obstructs sight lines at elevations between 2 and 6 feet above the 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. The same sight line limitations shall apply on any lot within 10 feet from the intersection of a street property line with the edge of a driveway or alley pavement. Trees shall be permitted to remain within such distances of such intersections provided the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

I. No sign of any kind shall be displayed to the public view on any lot except one professional sign of not more than two (2) square feet, one sign of not more than six square feet advertising 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 Architectural Control Committee. No signs shall be nailed to trees. This provision shall not apply to the undersigned or their assigns during the sale period.

J. During all 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, street paving and curbs. Any damage not repaired by the contractor will be repaired by the undersigned (after 10 days written notice) and will be charged to the contractor (or owner) at a reasonable cost for such services, which charge shall constitute a lien upon such lot enforceable by appropriate proceedings at law or equity.

During construction, all builders must keep the homes, garages, and building sites clean. All building debris, stumps, trees, etc., must be removed from each building lot by the builder as often as necessary to keep the house and lot attractive. Such debris will not be dumped in any area of the subdivision.

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K. When the construction of any building is once begun, work thereon must be prosecuted diligently and continuously and must be completed within 12 months.

L. Garage doors shall not be permitted on the front of houses. In cases where it is unavoidable, electric automatic door closers shall be used.

M. Outside air conditioning units may not be located in the front yard or any required side or rear yard.

N. No plumbing or heating vent shall be placed on the front yard or any required side or rear yard.

3. ARCHITECTURAL CONTROL COMMITTEE AND PLAN APPROVAL

A. The Architectural Control Committee is composed of John C. Kimbrell, Jr., Michael D. Fuller and Susan E. Carr. 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. Neither the members of the committee, nor its designated representative, shall be entitled to any compensation for services performed pursuant to this covenant. Upon the (i) development of at least seventy-five percent (75%) of the lots of the subdivision for single-family residential use by the construction thereon of single-family residential dwelling in accordance with the terms hereof and (ii) occupancy of said dwelling units by individual owner/tenant occupants, the then record owners of a majority 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.

B. All plans for any structure or improvement whatsoever to be erected on or moved upon or to any lot, and the proposed location thereof on any lot or lots, the exterior construction material, the roofs, and any later changes or additions to the exterior of the building on any lot after initial approval thereof shall be subject to and shall require the approval in writing of the Committee before any work is commenced. In addition to the terms, provisions, covenants and conditions set forth in this Declaration, the Architectural Control Committee may adopt Architectural Guidelines from time to time governing the construction, exterior construction material, plans and specifications for any building on any lot subject to the terms of this Declaration. Construction may not be started before receipt of a Letter of Approval from the Committee, a copy of which must be signed by the Builder, or Owner, and returned to the Committee for retention.

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

D. One set of prints of the drawings (herein referred to as "plans") for each house or other structure proposed to be constructed on each lot shall be submitted for review and approval or disapproval by the Committee. The plans submitted to the Committee shall be retained by the Committee. Said plans should be delivered to the office of Daniel Realty Corporation, 1900 Daniel Building, Birmingham, Alabama, at least ten (10) days prior to the beginning of construction. All plans must include the following:

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1. An accurately drawn and dimensional plot plan showing all building set-backs, easements, drives, and walks.
2. Foundation plan, floor plan, exterior elevations of buildings above finished grade as they will actually appear after all back filling and landscaping is complete. (The back filling sketch may be drawn by a builder.)
3. All plans must include summary specifications or a list of proposed materials and exterior color selections. Samples of exterior materials which cannot be adequately described on the plans or materials with which the Committee is unfamiliar must be submitted with the plans.
4. Only upon the submission of all reasonably requested plans in the manner set forth above shall the Committee be deemed to have received the plans for the purposes of Section 3E hereof.

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 submitted plans and specifications have been submitted to it, within ten (10) business days after receipt of the same, then such plans and specifications shall be deemed to have been approved by the Committee and the related covenants herein shall be deemed to have been fully complied with; provided, however, no approval shall be deemed to have been given unless all requested plans and specifications have been submitted to the Committee.

F. Neither the Committee nor any architect or 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. It is specifically understood and agreed that any approval given by the Committee as provided herein shall not be deemed any warranty, either expressed or implied, or approval by the Committee of the structural integrity or soundness of any structure to be erected upon any lot in the subdivision.

4. The undersigned reserve for themselves, their successors and assigns the right to use, dedicate and/or convey to the State of Alabama, to Shelby County, and/or to the appropriate utility company or companies, rights-of-way or easements on, over, across or under the ground to erect, maintain and use utilities, electric and telephone poles, wires, cables, conduits, storm sewers, sanitary sewers, water mains and other suitable equipment for the conveyance and use of electricity, telephone equipment, gas, sewer, water or other public conveniences or utilities, on, in and over strips of land ten (10) feet in width along the rear property line of each lot, and five (5) feet in width along each side line of each lot.
5. 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.

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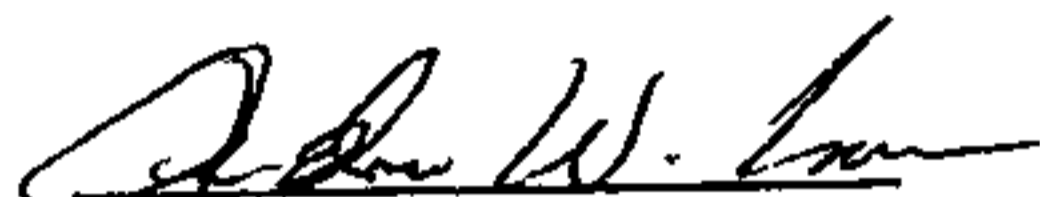
6. The undersigned may include in any contract or deed hereafter made any additional covenants and restrictions that are not inconsistent with and which do not lower the standards of the covenants and restrictions set forth herein.
7. The covenants and restrictions herein shall be deemed to be covenants 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 proceedings 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.
8. Any person purchasing a lot or lots in the referenced subdivision shall execute an agreement with the developer to abide by the protective covenants and to construct houses in accordance with the architectural standards established by the Architectural Control Committee and set forth in Exhibit "A".
9. Subject to the approval of the undersigned and upon the unanimous vote of the Architectural Control Committee, the Committee reserves the right to change, amend, delete, alter and add to the above regulations and restrictions.
10. The covenants and restrictions set forth herein are made for the mutual and reciprocal benefit of each lot within the herein described subdivision and are intended to create: (i) mutual, equitable servitudes upon each lot within such subdivision; (ii) reciprocal rights between and among the respective owners and future owners of each lot within such subdivision and (iii) a privity of contract and estate between the grantees of any and all lots within such subdivision, their respective heirs, executors, administrators, successors and assigns.

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IN WITNESS WHEREOF, CROSS-KIMBRELL PARTNERSHIP, an Alabama general partnership, by and through its partners, has caused this Declaration of Protective Covenants to be executed on this the \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_.

CROSS-KIMBRELL PARTNERSHIP

By: John C. Kimbrell, Jr.  
Partner

  
By: Andrew W. Cross  
Partner

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STATE OF ALABAMA )

JEFFERSON COUNTY )

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that John C. Kimbrell, signed to the foregoing instrument and who is known to me, acknowledged before me on this day, that being informed of the contents of the said instrument, he in his capacity owner, executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 12<sup>th</sup> day of Sept., 1985.

  
Nathalie S. Hamilton  
Notary Public

(SEAL)

STATE OF ALABAMA )

JEFFERSON COUNTY )

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Andrew W. Cross, signed to the foregoing instrument and who is known to me, acknowledged before me on this day, that being informed of the contents of the said instrument, he in his capacity owner, executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 12<sup>th</sup> day of Sept., 1985.

Nathalie S. Hamilton  
Notary Public

(SEAL)

STATE OF ALABAMA  
NOTARY PUBLIC

1985 SEP 12 PM 3:13

*Nathalie S. Hamilton*

RECORDING FEES

Mortgage Tax	\$	_____
Deed Tax		_____
Mineral Tax		_____
Recording Fee		<u>20.00</u>
Index Fee		<u>1.00</u>
TOTAL	\$	<u>21.00</u>

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