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Shelby Cnty Judge of Probate, AL
05/22/1978 12:00:00 AM FILED/CERT

12

EXHIBIT B

EXHIBIT I

PROTECTIVE COVENANTS

STATE OF ALABAMA)
SHELBY COUNTY)

WHEREAS, Daniel International Corporation (hereinafter "Developer") is the owner of the real property described in Schedule A (hereinafter "property" or "subdivision"), attached hereto and made a part hereof; and

WHEREAS, the Developer desires to subject said property and each lot located therein to the conditions, limitations and restrictions hereinafter set forth.

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

That the real property described on Schedule A hereto shall be held, conveyed, hypothecated or encumbered, rented, used, occupied and improved subject to these Protective Covenants, which shall run with the land and shall be binding upon Developer, and upon all parties having or acquiring any right, title, or interest in any part of the real property subject to these Protective Covenants.

If any person having or acquiring any right, title or interest in any part of the real property subject to these Protective Covenants, or their heirs 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 subdivision to prosecute any proceedings 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 no way affect any of the other provisions which shall remain in full force and effect.

(a) All lots in the subdivision shall be known and described as residential lots. No structure shall be erected, altered, placed or permitted to remain on any residential building lot other than detached single family dwelling not to exceed two and one-half stories, or 35 feet in height and a private garage for not more than three cars, and other outbuildings incidental to and necessary for proper residential use of the lot.

Notwithstanding anything to the contrary herein, Daniel International Corporation or its 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 Daniel International Corporation or its assigns.

(b) 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 25 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 35 feet to the rear lot line. For the purpose of this covenant, eaves, steps, and open porches 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.

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

(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.

Harrison & Council



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(e) No trailer, tent, shack, garage, barn or other outbuilding erected in the tract shall, at any time, be used as a residence temporarily or permanently, nor shall any structure of a temporary character be used as a residence.

(f) Each main structure residential building, exclusive of open porches, garages, basements and carports, shall be not less than 1,200 square feet on the ground floor of any one story building and not less than 1,000 square feet on the ground floor in the case of a one and one-half story structure and not less than 900 square feet on the ground floor in the case of a two-story structure.

(g) No more than a single family unit shall occupy any dwelling house.

(h) No lot shall be further subdivided without the written consent of developer.

(i) 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. No tree shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

(j) No sign of any kind shall be displayed to the public view on any lot except one professional sign of not more than one square foot, one sign of not more than six 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. This provision shall not apply to Daniel International Corporation or its assigns during the sales period.

(k) 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 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.

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

(m) 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.

(n) Enforcement of these covenants and restrictions shall be by proceeding in law or equity against any person or persons violating or attempting to violate any covenant either to restrain violation or to recover damages.

(o) No building shall be erected, placed or altered on any lot until the construction plans and specifications and a plan showing the location of the structure have been approved by the Architectural Control Committee as to harmony of external design with existing structures and as to location with respect to topography and finish grade elevation. THE SCOPE OF REVIEW BY THE COMMITTEE SHALL BE LIMITED TO APPEARANCE ONLY AND SHALL NOT INCLUDE ANY RESPONSIBILITY OR AUTHORITY TO REVIEW FOR STRUCTURAL SOUNDNESS, COMPLIANCE WITH BUILDING OR ZONING CODES OR STANDARDS, OR ANY OTHER SIMILAR OR DISSIMILAR FACTORS. No fence or wall shall be erected, placed or altered on any lot nearer to any street than the minimum building setback line unless similarly approved.

(p) The Architectural Control Committee is composed of any three officers of Daniel International Corporation or its successor, or its subsidiaries. The members of the committee shall not be entitled to any compensation for services performed pursuant to this covenant. At any time, the then record owners of a majority of the lots shall have the power, through a duly recorded written in-



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strument, to change the membership of the committee or to withdraw from the committee or restore to it any of its powers and duties.

(q) The committee's approval or disapproval as required in these covenants shall be in writing. In the event the committee 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.

(r) These covenants and restrictions are to run with the land and shall be binding on all parties and all persons claiming under them for a period of twenty years from the date of the recording of the plat, at which time said covenants and restrictions shall be automatically extended for successive periods of ten years unless by a vote of the majority of the then owners of the lots it is agreed to change the said covenants and restrictions in whole or in part. These restrictions may not otherwise be amended in any respect except by the execution of an instrument signed by not less than 75% of the lot owners.

IN WITNESS WHEREOF, Developer has caused this instrument to be executed by its duly authorized officer on this the 12th day of May, 1978.

DANIEL INTERNATIONAL CORPORATION

By D. Caldwell England
Its Vice Pres. - Administration

STATE OF

COUNTY OF

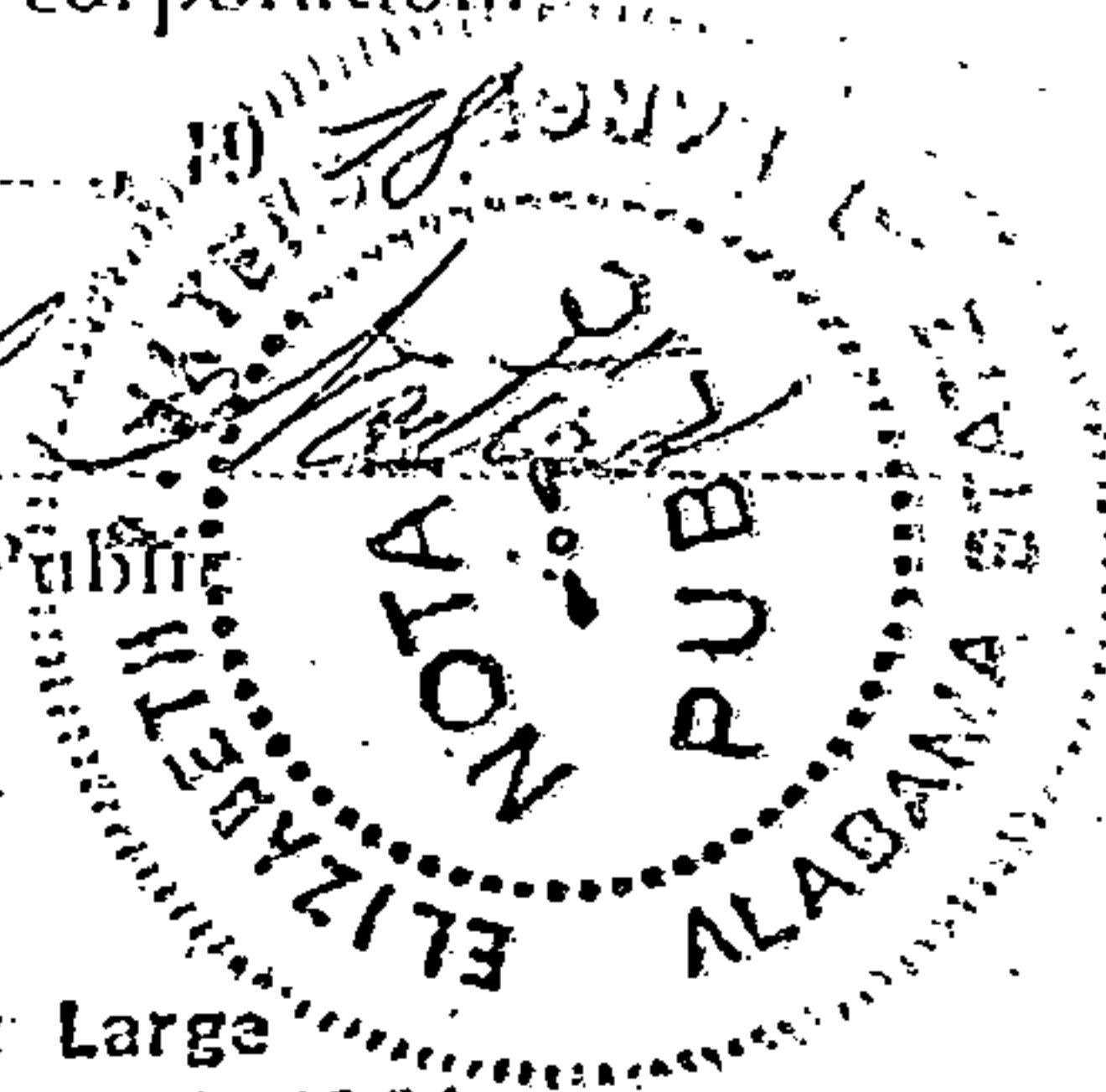
I, Elizabeth L. Waters, a Notary Public in and for said County in said State, hereby certify that D. Caldwell England, whose name as Vice President - Administration of Daniel International Corporation, is signed to the foregoing Protective Covenants and who is known to me, acknowledged before me on this 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 12 day of May

Elizabeth L. Waters
Notary Public

My commission expires:

Notary Public,
State of Alabama at Large
My Commission Expires August 25, 1980



BOOK 25 PAGE 276

WEYGAND ENGINEERING COMPANY, INC.

Engineers and Surveyors

2130 HIGHLAND AVENUE
BIRMINGHAM, ALABAMA 35205

SUBDIVISION PLANNING
STREET IMPROVEMENTS
STORM DRAINAGE
AERIAL MAPPING

SANITARY SEWERAGE
TOPOGRAPHIC MAPPING
PERCOLATION TESTS
LAND SURVEYING

December 1, 1977

STATE OF ALA. SHELBY CO.
I CERTIFY THIS
CERTIFICATE WAS FILED

Rec. 6.00
Ind. 1.00

Description for Meadowbrook Estates First Sector:

1978 MAY 22 AM 9 38

7.00

Parts of the N $\frac{1}{2}$ of SE $\frac{1}{4}$, SW $\frac{1}{4}$ of SE $\frac{1}{4}$, and SE $\frac{1}{4}$ of SW $\frac{1}{4}$ of Section 11, Township 19 South, Range 2 West, Shelby County, said parts being more particularly described as follows:

Beginning at the northwest corner of the NW $\frac{1}{4}$ of SE $\frac{1}{4}$ of said Section 11, run east along the north line of said 1/4-1/4 section for a distance of 1319.88 feet to the northeast corner of said NW $\frac{1}{4}$ of SE $\frac{1}{4}$; thence turn an angle to the right of 50°-07' and run southeasterly for a distance of 377.91 feet; thence turn an angle to the right of 39°-53' and run southerly for a distance of 60 feet to the point of beginning of a curve which is concave southeasterly and has a radius of 343.01 feet and a central angle of 42°-44'30", said 60 foot line being radial to said curve; thence westerly and southwesterly along the arc of said curve for a distance of 255.88 feet to the end of said curve; thence southwesterly along a line which is tangent to said curve for a distance of 657.86 feet to the point of curve of a curve to the right, said curve having a radius of 617.31 feet and a central angle of 11°-40'; thence southwesterly along the arc of said curve to the right for a distance of 125.70 feet to the end of said curve; thence southwesterly along a line which is tangent to said curve for a distance of 398.0 feet to the point of curve of a curve to the left, said curve having a radius of 363.22 feet and a central angle of 11°-30'; thence southwesterly along the arc of said curve to the left for a distance of 72.90 feet to the end of said curve; thence southeasterly along a line which is radial to said curve for a distance of 220 feet; thence turn an angle to the right of 34°-17' and run southerly for a distance of 301.05 feet; thence turn an angle to the left of 34°-32' and run southeasterly for a distance of 133.85 feet; thence turn an angle to the right of 37°-26' and run southerly for a distance of 275.0 feet; thence turn an angle to the right of 70°-05' and run southwesterly for a distance of 581.26 feet; thence turn an angle to the right of 71°-44' and run northwesterly for a distance of 52.0 feet; thence turn an angle to the left of 70°-00' and run southwesterly for a distance of 452.0 feet; thence turn an angle to the left of 100°-59'-30" and run southeasterly for a distance of 270.61 feet to a point on the south line of the SE $\frac{1}{4}$ of SW $\frac{1}{4}$ which is 1026.94 feet east of the southwest corner of said 1/4-1/4 section; thence west along said south line for a distance of 1026.94 feet to the southwest corner of said SE $\frac{1}{4}$ of SW $\frac{1}{4}$; thence north along the west line of said 1/4-1/4 section for a distance of 1337.34 feet, more or less, to the northwest corner thereof; thence east along the north line of said SE $\frac{1}{4}$ of SW $\frac{1}{4}$ for a distance of 1319.30 feet, more or less, to the southwest corner of the NW $\frac{1}{4}$ of SE $\frac{1}{4}$ of said Section 11; thence north along the west line of said NW $\frac{1}{4}$ of SE $\frac{1}{4}$ for a distance of 1328.82 feet, more or less, to the point of beginning; containing 77.929 acres, more or less

Also, a tract of land 80 feet in width, situated in the SW $\frac{1}{4}$ of NE $\frac{1}{4}$, Section 11, Township 19 South, Range 2 West, Shelby County, Alabama, lying forty feet on each side of a centerline which is more particularly described as follows: From the southwest corner of said SW $\frac{1}{4}$ of NE $\frac{1}{4}$, run north along the west line of said 1/4-1/4 section for a distance of 300 feet; thence turn an angle to the right of 90° and run east for a distance of 40 feet to a point which is hereinafter referred to as Point "A"; thence turn an angle to the left of 90° and run north for a distance of 757.22 feet to a point on the centerline of Valleydale Road, said point being the point of beginning of the land herein described; thence turn an angle of 180° and run south for a distance of 757.22 feet to said Point "A", said point being the point of curve of a curve to the left, said curve having a radius of 401.14 feet; thence along said curve to the left in a southeasterly direction for a distance of 340 feet, more or less, to the south line of said SW $\frac{1}{4}$ of NE $\frac{1}{4}$, containing 2.030 acres, more or less.

The above tracts of land comprise the plat of Meadow Brook Estates--First Sector, as shown on Exhibit IV.E.1.



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Louis H. Weygand
Louis H. Weygand, Engineer #1347