

DECLARATION OF PROTECTIVE COVENANTS

STATE OF ALABAMA)

SHELBY COUNTY)

KNOW ALL MEN BY THESE PRESENTS, that:

WHEREAS, the undersigned, The Meadow Brook Partnership, is the owner of all of the following described property having purchased said property from Daniel International Corporation:

Description of a parcel of land to be conveyed by Daniel Realty Corporation to The Meadow Brook Partnership, an Alabama General Partnership. Said Parcel of land is situated in the northwest quarter of Section 12, Township 19 South, Range 2 West, Shelby County, Alabama, and is more particularly described as follows:

Beginning at the southeast corner of the southwest quarter of the northwest quarter of said Section 12 which is also the northeast corner of Lot 7, Meadow Brook 6th Sector as recorded in the Office of the Judge of Probate of Shelby County, Alabama, at map book 8, page 44 and which is marked by a 3" capped iron pin, run thence in a northwesterly direction along the north line of Lots 5, 6 and 7 of said Meadow Brook 6th Sector for a distance of 374.00 feet to the northernmost corner of Lot 5; thence turn an angle to the right of 88°-00'-00" and run in a northeasterly direction along the southeast line of Lot 1 of said subdivision for a distance of 153.93 feet to the northeast corner of Lot 1 and a metes and bounds extension thereto; thence turn an angle to the right of 3°-37'-30" and run in a northeasterly direction for a distance of 220.09 feet; thence turn an angle to the right of 7°-27'-13" and run in a northeasterly direction for a distance of 548.03 feet; thence turn an angle to the left of 17°-05'-04" and run in a northeasterly direction for a distance of 470.83 feet; thence turn an angle to the right of 8°-20'-21" and run in a northeasterly direction for a distance of 257.66 feet; thence turn an angle to the right of 90°-00'-00" and run in a southeasterly direction for a distance of 56.82 feet; thence turn an angle to the right of 44°-06'-52" and run in a southeasterly direction for a distance of 220.02 feet; thence turn an angle to the left of 28°-08'-14" and run in a southeasterly direction for a distance of 605.26 feet; thence turn an angle to the left of 12°-30'-07" and run in a southeasterly direction for a distance of 204.16 feet; thence turn an angle to the right of 23°-35'-06" and run in a southeasterly direction for a distance of 60.0 feet; thence turn an angle to the right of 39°-16'-15" and run in a southerly direction for a distance of 835.94 feet to a point on the south line of said northwest quarter of said Section 12; thence turn an angle to the right of 87°-13'-45" and run in a westerly direction along said south line of said quarter section for a distance of 1,149.43 feet to the point of beginning. Said parcel contains 34.520 acres, more or less.

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.

Ray, Thomas

B. 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, 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 undersigns 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.

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

F. Each main structure of a residential building, exclusive of open porches, garages, basements, and carports, shall not be less than 1,500 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 of a one and one-half story structure and not less than 800 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 once subdivided and recorded by the undersigns or their assigns, shall be further subdivided.

2. GENERAL REQUIREMENTS

A. It shall be the responsibility of each lot owner to prevent the development 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 undersigns reserve 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 opinion of the undersigns 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 undersigns or their assigns during the sales and development period, such sales period to extend until the last lot is sold by the undersigns.

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 or 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.

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, 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 completed and a certificate, or other satisfactory evidence, or 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 the 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 undersigns or their assigns during the sales period.

J. During all construction all vehicles involved including those delivering supplies must enter the building lot on the driveway only as approved by the undersigns so as not to damage unnecessarily trees, street paving and curbs. Any damage not repaired by the contractor will be done by the undersigns (after 10 days written notice) and will charge the contractor (or owner) 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 builder must keep the homes, garages, and building sites clean. All building debris, stumps, trees, etc., must be removed from each building lot by builder as often as necessary to keep the house and lot attractive. Such debris will not be dumped in any area of the subdivision.

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.

52 PAGE 544

BOOK

L. Garage door should 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 side of the roof. All vents protruding from roofs shall be painted the same color as the roof covering.

3. ARCHITECTURAL CONTROL COMMITTEE AND PLAN APPROVAL

A. The Architectural Control Committee is composed of H.M. Davis, Jr., Edward G. Echols 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. Neither the members of the committee, nor its designated representative, shall be entitled to any compensation for services performed pursuant to this covenant. Once the developer has sold 75% of the lots, 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, any later changes or additions to the exterior of the building after initial approval thereof on any lot shall be subject to and shall require the approval in writing of the Committee before any work is commenced. Construction may not be started before receipt of a letter of Approval of 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 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 Davis & Major, 1031 21st Street South, Birmingham, Alabama, at least ten (10) days prior to the beginning of construction. Each such plan must include the following:

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 as they will actually appear after all back filling and landscaping is done from finished ground up. (The back filling sketch may be drawn by a builder.)
3. All plans must include a summary specifications list of proposed materials and samples of exterior materials which cannot be adequately described on the plans, and of materials with which the Committee is unfamiliar.

BOOK 52 PAGE 545

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, 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.

F. Neither the Committee nor any architect nor 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.

4. The undersigns 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 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 or 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.
6. Said undersigns 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 undersigns, or any person or persons owning any lot on said land: (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.

BOOK 52 PAGE 546

8. Subject to the approval of the undersigns 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.

IN WITNESS WHEREOF, the said General Partners, have hereunto set its hand and seal on this the 31st day of August, 1983.

By: John B. Davis
Its General Partner

By: Kenneth B. Weygand
Its General Partner

By: Hamilton Perkins, Jr.
Its General Partner

By: H. M. Davis, Jr.
Its General Partner

STATE OF ALABAMA)

JEFFERSON COUNTY)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that _____, whose name as _____ of _____ is 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 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 _____ day of _____, 19____.

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

1983 SEP 13 AM 8:30

Notary Public

Thomas A. Shanderson, Jr.
JUDGE OF PROBATE

Rec 9.00
Jud 1.00
10.00

STATE OF ALABAMA)
JEFFERSON COUNTY)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Hamilton Perkins, Jr., H. M. Davis, Jr., John B. Davis and Kenneth B. Weygand, whose names as Partners of Meadow Brook Partnership, an Alabama partnership, are signed to the foregoing instrument, and who are known to me, acknowledged before me on that date, that, being informed of the contents of said instrument, they, as such Partners and with full authority, executed the same voluntarily for and as the act of the said partnership on the day the same bears date.

Given under my hand this the 31st day of August, 1983.

[Seal]

Frank K. Byrum
NOTARY PUBLIC
My Commission Expires: 11-20-84