

To Be Recorded
With Deed
\$46.00

929

PROTECTIVE COVENANTS
FOR
THE MEADOWS MULTI-FAMILY DISTRICT

THIS DECLARATION, made this 6th day of MARCH,
1986, by Shelby Development Corporation, an Alabama corpora-
tion, (hereinafter called "Declarant"),

W I T N E S S E T H :

WHEREAS, Declarant is the owner of certain real property
more particularly described in Exhibit "A" attached hereto;
and,

WHEREAS, Declarant intends to develop the property into
apartments, townhouses, condominiums or other multi-family
dwellings, which shall be known as The Meadows Multi-Family
District; and,

WHEREAS, Declarant intends to develop the property
itself, or convey portions thereof to others for develop-
ment in accordance with certain conditions, covenants and
restrictions pertaining to the ownership and development
thereof;

NOW, THEREFORE, in order to implement the foregoing
purpose, Declarant hereby establishes the within Declara-
tion of Protective Covenants for the property, said Cove-
nants being more particularly set forth as follows:

1. DEFINITIONS.

The following words and terms where used or referred
to in this Declaration or any amendment shall have the
following meanings:

(a) "Property" shall mean the property described
in Exhibit "A" attached hereto and made a part hereof.

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Cahaba Title

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(b) "Declarant" shall mean Shelby Development Corporation, its successors and assigns.

(c) "Site" shall mean any parcel of land within the Property intended for use as a site for improvements designed to accommodate buildings and improvements for multi-family purposes.

(d) "Owner" shall mean the Declarant as herein named and any other owner, as shown by the records of the Probate Court of Shelby County, Alabama, of title to any site within the property described in Exhibit "A". "Owner" shall not mean any mortgagee under a mortgage or the holder of a deed or other instrument to secure debt encumbering the title to any such site, until such mortgagee, or holder of a secured interest shall have acquired title to a site pursuant to the foreclosure of such security, or shall have acquired title by the taking of a deed, or through other proceedings in lieu of foreclosure.

2. APPLICABILITY.

Declarant hereby declares that the Property shall be held, transferred, sold, conveyed, given, donated, leased, occupied and used subject to the covenants, restrictions, conditions and easements hereinafter set forth, and that the said Covenants shall be construed to be covenants running with the land and as such shall be binding upon each and every purchaser of land within the Property, their heirs, successors, lessees and assigns; provided, however, that nothing contained herein or otherwise shall obligate Declarant, its successors or assigns, to impose similar or identical protective covenants on any

other property which either now is, or which may at some time in the future become, a part of The Meadows Multi-Family District.

3. TERM.

Each and all of these Covenants shall be in effect for a period of fifteen years from and after the date hereof and shall automatically be continued thereafter to the extent permitted by Alabama law for successive periods of ten years each, except that upon the commencement of any such ten-year period the said Covenants may be rescinded at the election of the Owners of 75 % of the Sites (based upon the number of square feet of land area owned by such Owners as compared to the total square footage of land area of all Sites). Any such rescission shall be evidenced by the recording of an agreement to that effect in the Records of the Probate Court of Shelby County, Alabama.

4. PURPOSE.

The purpose of the within Covenants is to insure proper use and appropriate development and improvement of each Site; to preserve and enhance the value of such sites; to guard against the erection thereon of structures built of improper or unsuitable or undesirable material; to insure adequate and reasonable development of the Property; to encourage the erection of attractive improvements thereon with appropriate locations thereon of buildings and structures; to prevent haphazard and inharmonious improvements on such Sites; to set forth and maintain proper set-backs from street and property lines and in general to provide adequately for high

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quality improvement of the Property and for the orderly development and efficient maintenance thereof.

5. POWERS, DUTIES AND RESPONSIBILITIES OF THE DECLARANT.

Except as may be specifically provided herein to the contrary, in each and every instance where the approval of plans or the performance of any other action are required under the terms and provisions of these Covenants, the Declarant hereby reserves to itself the right, power and authority to make all approvals and determinations as are required by the terms and provisions of these Covenants, and further to take such other actions as may be contemplated by or are necessary to effectuate the intent of these Covenants.

Each action or approval or disapproval of any nature whatsoever which shall be taken by Declarant shall be set forth in writing and shall be signed for and on behalf of Declarant by an officer of Shelby Development Corporation, its successors and assigns. Except as may be herein expressly provided to the contrary, each and every decision of Declarant as to any matter within its authority shall be final and shall be binding upon the Property and upon each and every Owner, lessee, sublessee, tenant, licensee, occupant or invitee, their respective successors and assigns, of any portion of the Property.

6. PLAN APPROVAL REQUIRED.

In no event shall construction of any kind or nature whatsoever be commenced until a preliminary set of plans and specifications prepared by a registered architect for all buildings and other structures proposed to be con-

structed have been submitted to and have been approved in writing by Declarant. Such plans and specifications shall include:

- (a) A site plan showing the locations of all buildings, or other structures, parking areas, driveways and walkways;
- (b) Complete details for the grading, drainage, utility service, paving, exterior lighting, screening and signs;
- (c) Front, side and rear elevation drawings for all buildings and other structures, indicating major materials;
- (d) A complete landscape plan prepared by a registered landscape architect;
- (e) Wall sections and floor plans;
- (f) Finish details; and
- (g) Detailed identification of construction materials and colors.

The Declarant shall have the right to refuse to approve any such plans, or any specific aspects thereof, to the extent that they are deemed not suitable, desirable, or appropriate by the Declarant for aesthetic or any other reason.

In the event of the disapproval of any such plans or specifications, or any portions thereof, Declarant shall give written notice to the Owner of the reasons for such disapproval within thirty (30) days after such plans and specifications have been submitted to Declarant. In the event Declarant has failed affirmatively to approve or disapprove said plans and specifications within thirty (30) days after such submission, such plans and specifications shall be deemed to be approved; provided,

however, that any such failure of Declarant affirmatively to approve or disapprove any such plans and specifications submitted to it shall not be deemed a waiver of any Covenant contained herein. The decision of Declarant shall be final as to any such approval or disapproval of plans and specifications. Declarant shall not be liable in damages to any person or entity submitting plans and specifications for approval, by reason of error or mistake in judgment, negligence or nonfeasance of Declarant, its agents or employees, arising out of or in connection with the approval, disapproval or failure to approve any such plans and specifications.

7. PERMITTED USES.

The Property shall be developed as a multi-family district including such services and facilities as are, in the opinion of Declarant, harmonious with the intent of these Covenants. Notwithstanding anything herein contained to the contrary, no noxious or offensive trade or activity shall be carried on, nor shall anything be done on any portion of the Property which may be or become an annoyance or nuisance to any other portion of the Property by reason of noxious, offensive, unhealthy and harmful odors, fumes, dust, smoke, waste, noise or vibration. All operations and functions of the Owners and tenants of any portion of the Property shall be carried on entirely within fully enclosed buildings, provided, however, that swimming, tennis, recreational activity and other club activities incidental to the functions of the Owners and tenants may be carried on

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outside such buildings and the parking of motor vehicles may be carried on outside a building.

No temporary building shall be permitted except such as may be utilized by a contractor during the course of construction of any building or other structures. All exposed exterior surfaces of any buildings or other structures shall be properly finished prior to the occupancy or use of such buildings or structures except as to those materials not normally finished or those materials which have been prefinished. No used materials shall be incorporated in, on or into the exterior surfaces of any such buildings or other structures without the express prior written consent of Declarant. All utilities, including cable television, to any buildings or other structures shall be placed underground, except as waived by the Declarant.

8. COMPLIANCE WITH GOVERNMENTAL REGULATIONS.

In addition to any other requirements herein provided, all buildings and other structures and improvements shall be constructed and maintained in accordance with all applicable codes, ordinances, rules and regulations of all applicable governmental bodies, federal, state and local. Declarant, its successors, assigns, agents and employees, shall have no responsibility whatsoever to insure compliance by any Owner or lessee, their heirs, successors and assigns, or any portion of the Property with any applicable governmental regulation, and any approval of plans or specifications by Declarant shall not be deemed a representation or warranty that such plans or specifications comply with any such regulations. Compliance with all such regulations is solely the responsibility of each Owner or lessee, its heirs, successors and assigns.

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9. USE REGULATIONS.

Buildings or land may be used only for the following purposes:

- A. Multi-Family Dwelling.
- B. Accessory structures and uses customarily incidental to multi-family dwelling use but not involving the conduct of a business.
- C. All dwelling units shall have a minimum of 600 square feet of floor area.

10. MINIMUM SET-BACK LINES.

No building or other structure shall be located nearer to any street right-of-way than shall be permitted under any valid and appropriate zoning ordinances applicable to the Property, as the same may from time to time be modified or amended; provided, however, that in no event shall any building or other structure be located nearer than thirty-five feet to any street right-of-way. For the purposes of this paragraph, the term "street right-of-way" shall include, but not be limited to, undedicated private roads constructed by Declarant in accordance with its development of the Property. No use shall be made of any portion of a Site within the said set-back area except for landscaping, for driveways, walks, or other means of access to the interior thereof, for approved signs and for the parking of automobiles. The portion of each Site within such set-back area not occupied by permitted improvements constructed in accordance with plans and specifications approved by Declarant must be landscaped with lawn, shrubbery, trees, bushes, vines or suitable plants in accordance with the landscaping plans approved by Declarant. All Owners, lessees, tenants or users of any Site must maintain all such landscaping in such condition as shall conform to such landscaping standards as may be promulgated from time to time by Declarant.

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Notwithstanding anything herein contained to the contrary, a 20 - foot wide strip running along the perimeter of the Property shall be fully landscaped (or left in its natural wooded state) in conformance with the standards of Declarant so as to provide a "greenbelt" surrounding the Property (except for necessary means of ingress and egress to the interior thereof), said "greenbelt" to be completely within the boundaries of the Property.

11. AUXILIARY STRUCTURES.

Water towers, storage tanks, equipment, stand fans, skylights, cooling towers, communication towers, vents and other structures or equipment placed upon any Site shall be subject to the approval of Declarant as provided in paragraph 6 hereinabove.

12. SIGNS.

For the purposes of this Covenant, a sign is defined as the use of any letters, words, numerals, figures, devices, designs, logos or trademarks by which attention is directed to the Property and improvements upon which said sign is located or by which anything is made known, and is visible to the general public or occupants of Sites, subject to approval by Declarant as provided in para. 6.

13. WASTE MATERIALS.

No waste materials, rubbish, trash or discarded matter of any kind shall be permitted to be stored in open areas within the Property, except in containers approved by Declarant and at locations designated by Declarant. No incinerators shall be kept, used or maintained on any portion of the Property.

14. LOADING FACILITIES.

Trash, garbage and other loading and unloading facilities (except postal or mail boxes) shall not be permitted to face on any public street unless approved by Declarant,

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in writing. Such areas shall be designed in such a manner as to permit the pickup and delivery of materials from a Site by motor vehicles without the necessity of any maneuvering being done on streets abutting the Property or upon public or private streets within the Property. All garbage, trash and other such loading facilities shall be suitably screened so that all loading and unloading operations will not be readily visible either from public or private streets or from other Sites.

15. OUTSIDE STORAGE.

No Owner, lessee or tenant of any Site shall have the right to keep articles, goods, materials, storage tanks or other equipment in the open or exposed to public view or to view from adjacent Sites. Provided however, that this Covenant shall not apply to temporary storage of such items and materials in connection with the construction of a building or other improvement upon a Site; provided further that temporary storage of such items and materials shall be permitted if the prior written consent of Declarant is first obtained, and if all such items and materials are screened from public view and the view from adjacent Sites by a method approved by Declarant.

16. EXCAVATIONS.

No excavations shall be made on, and no sand, gravel or sod shall be removed from any Site except in connection with the construction of improvements thereon; and upon the completion of such construction, all exposed openings shall be back-filled and all the disturbed ground shall be graded, leveled and either paved or landscaped by Owner in accordance with the plans and specifications previously approved by Declarant under the provisions of these Covenants.

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17. LANDSCAPING.

All open and unpaved space within any Site, including, but not limited to, building set-back areas, shall be planted and landscaped in a manner determined to be adequate by, and in accordance with, the landscaping plans approved for such Site, by Declarant. Landscaping satisfactory to Declarant shall be installed prior to occupancy or completion of buildings, whichever first occurs, and such landscaping shall be properly maintained by the Owner or occupant thereafter. Notwithstanding anything herein provided to the contrary, every reasonable effort shall be made to preserve and protect all existing trees located within the Property.

18. PARKING.

Each Owner shall provide adequate off-street parking facilities. Such off-street parking facilities shall comply in all respects with the provisions of the zoning ordinances of the appropriate governmental authority, as from time to time amended, applicable to each Site. The location and adequacy of all parking areas shall be determined and approved by Declarant in connection with its review of site plans. Each Owner shall provide a ratio of at least two automobile parking spaces for each dwelling unit. All parking areas shall be paved with asphalt, and shall be adequately screened by landscaping, in accordance with plans and standards approved by Declarant.

19. RESUBDIVISION AND CONSOLIDATION.

From and after the initial conveyance of any Site by Declarant to any person or entity, said Site shall not thereafter be subdivided, whether by plat, deed, lease or otherwise, until a plan for such proposed resubdivision shall have been submitted to and approved by Declarant in writing.

20. RIGHT TO RE-PURCHASE.

If any Owner should decide to sell any site to any other person or entity prior to the completion of any buildings and improvements approved by Declarant to be erected thereon, such Owner shall first offer in writing to reconvey said Site to Declarant, which offer shall be in writing and shall be delivered to Declarant. Upon receipt of such writing, Declarant shall have thirty (30) days within which to accept or reject such offer. The consideration for such reconveyance, if any, shall be an amount equal to the sum of:

(a) the consideration paid by such Owner to Declarant for such Site at the time of the initial conveyance thereof to such Owner by Declarant ("the initial consideration"), plus

(b) the consideration paid by such Owner for improvements made to such Site, which consideration shall be set forth in an itemized statement certified to be true and correct by an independent certified accountant. Any reconveyance to Declarant shall be by general Warranty Deed and shall be subject only to those matters set forth in the initial conveyance by Declarant to such Owner.

21. INITIAL CONSTRUCTION PERIOD AND DECLARANT'S RIGHT OF RE-ENTRY.

If, after the expiration of eighteen months from the date of a sale of any Site, actual construction of buildings approved by Declarant upon such Site shall not have been commenced in good faith, then Declarant shall have the option of refunding the purchase price to the Owner and retaking title to and possession of said Site. All conveyances by Declarant shall be made and accepted upon the condition that the purchaser, grantee, or Owner will reconvey such Site upon the exercise by Declarant of the aforesaid option under the conditions herein set

forth, whether or not said condition is expressly set forth in any deed from Declarant to such Owner. Declarant may, in its sole discretion, extend in writing the time within which such construction must be commenced.

22. MAINTENANCE OF PROPERTY.

Every Owner of a Site shall maintain all buildings, landscaping, fences, drives, parking lots and other structures and improvements located thereon in good and sufficient repair and shall keep such premises planted, the lawns cut, shrubbery trimmed, windows cleaned and glazed and otherwise maintain such Sites in an aesthetically pleasing manner and in such condition as is approved by Declarant, reasonable wear and tear excepted. Any structure or planting or driveway or parking lot surface which is damaged by the elements, by vehicles, by fire or by any other cause shall be repaired as promptly as the extent of damage will permit. Any building or other structure located upon any Site which should become vacant for any reason shall be locked and completely secured in order to prevent the entrance therein by unauthorized persons. In the event of the violation of any of the provisions of this Paragraph, the Declarant shall have the right to go upon any such Site without liability to the Owner thereof and at such Owner's expense to eliminate nuisance conditions, to mow lawns, to trim shrubbery or do anything necessary to maintain the aesthetic standards of the Property for the benefit of other Owners, and the cost of such work shall be a lien upon the Site.

23. ASSIGNABILITY OF DECLARANT'S RIGHT AND DUTIES.

Declarant may assign all of its rights, powers and reservations hereunder to (a) any person or entity whatso-

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ever to which person or entity Declarant simultaneously conveys its interest in all or substantially all of the Property owned by Declarant as of the date of such assignment and conveyance, or (b) a non-profit organization or association created by Declarant for the purpose of administering all of Declarant's rights, powers and reservations herein set forth. By the acceptance of the aforesaid conveyance referred to in this Section, the grantee therein shall be conclusively deemed to have accepted such assignment and shall thereafter have the same rights and powers and be subject to the same obligations and duties as are given to and assumed by Declarant herein and Declarant shall be relieved thereof. The term "Declarant" as used herein includes all such assignees and their respective heirs, successors and assigns.

24. CONSTRUCTIVE NOTICE AND ACCEPTANCE.

Every person or entity who now or hereafter acquires any right, title, estate or interest in or to any Site is and shall conclusively be deemed to have consented and agreed to every covenant, condition and restriction contained herein, whether or not any reference to this Declaration is contained in the instrument by which such person or entity acquires its interest in said Site.

25. INTERPRETATION AND VARIANCES.

It is specifically provided, and the acceptance by any person or entity of title to any Site shall constitute the agreement of such person or entity, that in the event of disagreement as to the precise meaning of any term contained herein, the interpretation thereof by Declarant shall be final. Declarant reserves the right to grant reasonable variances on all requirements herein contained.

26. ENFORCEMENT.

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Violation of any Covenant herein contained shall give to Declarant the right, after thirty (30) days advance written notice of such violation had been given to the Owner of any Site as to which a violation of these Covenants exists, to enter said Site and summarily to abate and remove at the expense of the Owner or occupant thereof, any structure, thing or condition that may be or exist thereon contrary to the intent and meaning of the provisions hereof or to prosecute a proceeding at law or in equity against the person or persons who have violated or are attempting to violate any of the Covenants hereof, and to enjoin or prevent them from doing so or to cause said violation to be remedied or to recover damages for said violation. The result of every action or omission whereby any Covenant herein established is violated in whole or in part is hereby declared to be and to constitute a nuisance, and every remedy allowed by law or equity for the abatement thereof may be exercised by any other Owner. Declarant may, from time to time at any reasonable hour or hours, enter and inspect any Site to ascertain compliance herewith. Any failure by an Owner to enforce any Covenant herein contained shall in no event be deemed to be a waiver of his right to do so thereafter nor of his right to enforce any other Covenant hereof. Wherever in this Declaration the consent or approval of Declarant is required, such consent shall be effective only if in writing.

27. PARAGRAPH HEADINGS.

Paragraph headings are inserted for convenience only and are not intended to be a part of this Declaration or in any way to define or limit or describe the scope or intent of the particular paragraph to which they refer.

28. EFFECT OF INVALIDATION.

If any provision of this Declaration is held to be invalid by any court, then the invalidity of such provision shall not affect the validity of the remaining provisions hereof, and for the purposes hereof all Covenants as contained herein shall be deemed to be severable each from the other without qualification.

29. AMENDMENTS.

Declarant retains the right to amend the within Declaration of Protective Covenants as Declarant shall from time to time, in its sole discretion, deem to be appropriate, and such amendments shall be effective as to all portions of the Property which have not theretofore been conveyed by Declarant; provided, however, that in the event the Owner of any Site theretofore conveyed joins in the execution of any such amendment, then such amendment shall be effective also as to the Site owned by such Owner. Declarant shall be a necessary party to any such amendment. Any amendment shall be effective immediately upon the recording thereof in the Probate Court of Shelby County, Alabama, regardless of whether actual notice thereof has been given to any person or entity having an interest in the Property or any portion thereof.

30. CANCELLATION.

Regardless of the provisions of paragraph 3 or paragraph 29 above, or any other provisions herein contained regarding the term, or Declarant's right of amendment, in the event Declarant shall be the Owner of 40 % (or more) of the Property described in Exhibit "A", under this original Declaration of Covenants, or any amendments thereto, whether by adding or deleting Property from the effect of these Covenants, Declarant shall have the right to file a document of record at any time that he is the sole Owner of said 40 %, and remove and cancel entirely these Covenants and their effect on the Property.

31. SUCCESSORS AND ASSIGNS.

These Covenants shall be binding upon, and shall inure to the benefit of, the successors and assigns of Declarant.

IN WITNESS WHEREOF, the undersigned have caused these presents to be executed and its corporate seal to be affixed hereunto as of the day and year first above written.

"DECLARANT"

SHELBY DEVELOPMENT CORPORATION

By Charles W. Daniel
Its President

STATE OF ALABAMA)

COUNTY)

I, the undersigned Notary Public in and for said County in said State, hereby certify that Charles W. Daniel, whose name as President of Shelby Development Corporation, a corporation, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents thereof, 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 the 6th day of MARCH, 1986.

John H. Brewer
Notary Public

My Commission Expires July 18, 1987

This document prepared by:

John H. Brewer, Attorney
200 Office Park Dr., Ste. 216
Birmingham, Alabama 35223

STATE OF ALABAMA)
JEFFERSON COUNTY)

I, Kenneth B. Weygand, a registered Engineer-Land Surveyor, certify that I have surveyed the following described property:

A parcel of land situated in the east half of the northwest quarter of Section 31, Township 18 South, Range 1 West, of the Huntsville Principal Meridian, Shelby County, Alabama, and being more particularly described as follows:

Commence at the southwest corner of the northwest quarter of the southeast quarter of the northwest quarter of said Section run thence in a northerly direction along the west line of said quarter-quarter-quarter section for a distance of 194.27 feet to the point of beginning of the parcel herein described; from the point of beginning thus obtained run thence in a northerly direction along the same course as before for a distance of 1809.15 feet to the northwest corner of the northeast quarter of the northwest quarter of said section; thence turn an angle to the right of $90^{\circ}-51'-41''$ and run in an easterly direction along the north line of said section for a distance of 750.00 feet; thence turn an angle to the right of $105^{\circ}-57'-12''$ and run in a southerly direction for distance of 1629.52 feet to a point on the northwest right of way line of a proposed public dedicated road known as Meadow Ridge Road, said point being in a curve to the left having a radius of 326.23 feet and a central angle of $44^{\circ}-43'-59''$ and said curve being concave to the southeast; thence from the last call turn an interior counter-clockwise angle of $162^{\circ}-55'-13''$ to the chord of said curve and run in a southwesterly direction along the arc of said curve for a distance of 254.70 feet to the end of said curve; thence run in a southwesterly direction tangent to last said curve for a distance of 35.64 feet along northwest right-of-way of said Meadow Ridge Road; thence turn an angle to the right of $79^{\circ}-45'-26''$ and run in a westerly direction for a distance of 132.99 feet to the point of beginning of the parcel herein described. Said parcel contains 19.51 acres more or less.

I furthermore certify that there are no rights-of-way, easements, or joint driveways over or across said land visible on the surface except as shown; that there are no electric or telephone wires (excluding wires which serve premises only) or said structures or supports therefor, including poles, anchors and guy wires, on or over said premises except as shown; that I have consulted the Federal Insurance Administration "Flood Hazard Boundary Map", and found that this property is not located in "a special flood hazard area"; that there are no encroachments on said land except as shown; that improvements are located as shown, according to my survey of December 17, 1985.

Kenneth B. Weygand
Kenneth B. Weygand, Reg. Engr.-L.S.#11768

To Cahaba Title, Inc., Title Insurance Company and Wm. Birney III, and all parties interested in the title to the premises surveyed:

State of Alabama)
Shelby County)

The undersigned does hereby certify that this survey was made this day, on the ground of the property legally described hereon and is correct, and that there are no discrepancies, conflicts or shortages in area or boundary lines, or any encroachments or any overlapping of improvements or any easements or rights-of-way except as shown hereon.

Dated this 17th day of December, 1985.

Kenneth B. Weygand
Civil Engineer

11768
License Number

A portion of Meadow Ridge Road referred to in the legal description was dedicated to the public on February 26, 1986, by recording of a map in Map Book 9 page 142 in the Probate Office of Shelby County, Alabama.

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SHIRLEY L. COLEMAN
COUNTY CLERK
SHELBY COUNTY, ALABAMA

SHIRLEY L. COLEMAN
COUNTY CLERK
SHELBY COUNTY, ALABAMA

Rec'd \$5.00
Ind 1.00
H.C.00

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