

STATE OF ALABAMA)

SHELBY COUNTY)

1357

DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND RIGHTS

This Declaration made on this the 16th day of July, 1986, by SOUTH JEFFERSON COMPANY, INC., (hereinafter referred to as Owner).

W I T N E S S E T H :

WHEREAS, the undersigned Owner owns in fee simple the following described real estate situated in Shelby County, Alabama, to-wit:

Lots 17 through 31 inclusive, according to the Survey of Meadow Brook Townhomes as recorded in Map Book 10, Page 2 in the Office of the Judge of Probate of Shelby County, Alabama.

WHEREAS, the Owner is desirous of establishing certain covenants and restrictions applicable to the lots referenced above;

NOW, THEREFORE, the Owner hereby declares that all of the above described property shall be held, sold and conveyed subject to the following easements, restrictions, covenants, conditions and rights which are for the purpose of creating uniformity, protecting the value and desirability of the above described property, and which shall run with the said real estate and be binding on all parties having any right title or interest in the above described property or any part thereof, their heirs, successors and assigns and shall inure to the benefit of each owner thereof.

1. ADDITIONAL COVENANTS. The covenants referenced herein are in addition to and supplement those certain restrictions found in the Declaration of Covenants, Conditions and Restrictions of Meadow Brook Townhomes filed simultaneous herewith. All of the covenants and restrictions contained therein are incorporated herein by reference.

2. JOINT DRIVE AGREEMENT. There is hereby reserved, created and granted to each lot owner within Lots 17 to 31 inclusive a non-exclusive easement appurtenant to each lot for ingress and egress for the use and benefit of the owners, their invitees, licensees or parties in privy with the owners over and across certain lands located within Lots 17 to 31 which is more particularly described on the attached Exhibit "A", highlighted in yellow, said Exhibit "A" constituting a copy of the Meadow Brook Townhomes Subdivision record map as filed for record in the Probate Office of Shelby County, Alabama, in Map Book 10 at

Jack A.

Page 2. The easement for ingress and egress shall inure to the heirs and assigns of each lot owner so affected and shall constitute an easement running with the land. The easement is created to provide adequate access to the rear of the said lots for parking purposes. In consequence thereof, such area is designated as an easement for egress and ingress and shall at all times be open, clear and unobstructed for the purpose of free and uninterrupted flow of vehicular traffic.

3. MAINTENANCE OF INGRESS AND EGRESS EASEMENT. As stated in Paragraph #2 above, the easement is for the equal and mutual benefit of each and all respective lot owners in Lot 17 to 31 of this subdivision. Therefore, all costs and expense of maintaining and repairing the easement area for its entire length and width as shown on Exhibit "A" hereto shall be charged equally against and shared by each lot owner within Lot 17 to 31 equally, regardless of lot size or frontage of any particular lot or drive.

4. ARCHITECTURAL CONTROL COMMITTEE. The architectural control committee of the Meadow Brook Townhomes shall supervise the maintenance and upkeep of the easement area depicted in Exhibit "A". The committee shall have the power and authority to assess each and every respective lot owner for his proportionate share of the costs relating to the maintenance and upkeep of the easement area and shall have the right to enforce said assessment under the guidelines established in the Declaration of Covenants, Conditions and Restrictions of the Meadow Brook Townhomes which have been incorporated herein by reference thereto.

5. AREAS NOT INCLUDED WITHIN JOINT DRIVE EASEMENT. The 10-foot easement running on the side of Lots 31 and 17 and the 10-foot easement running through a portion of Lots 20 and 21 shall not be construed to be a part of the easement for ingress and egress.

IN WITNESS WHEREOF, the undersigned Owner has hereunto caused this instrument to be executed on the day and year first above written.

SOUTH JEFFERSON COMPANY, INC.

BY: John P. Baker
ITS PRESIDENT

STATE OF ALABAMA

JEFFERSON COUNTY

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that JOHN BAKER whose name as President of South Jefferson Company, Inc., a corporation is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day, that being informed of the contents of the conveyance, 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 16th day of

July, 1986.

Baileys C. Fowler
NOTARY PUBLIC

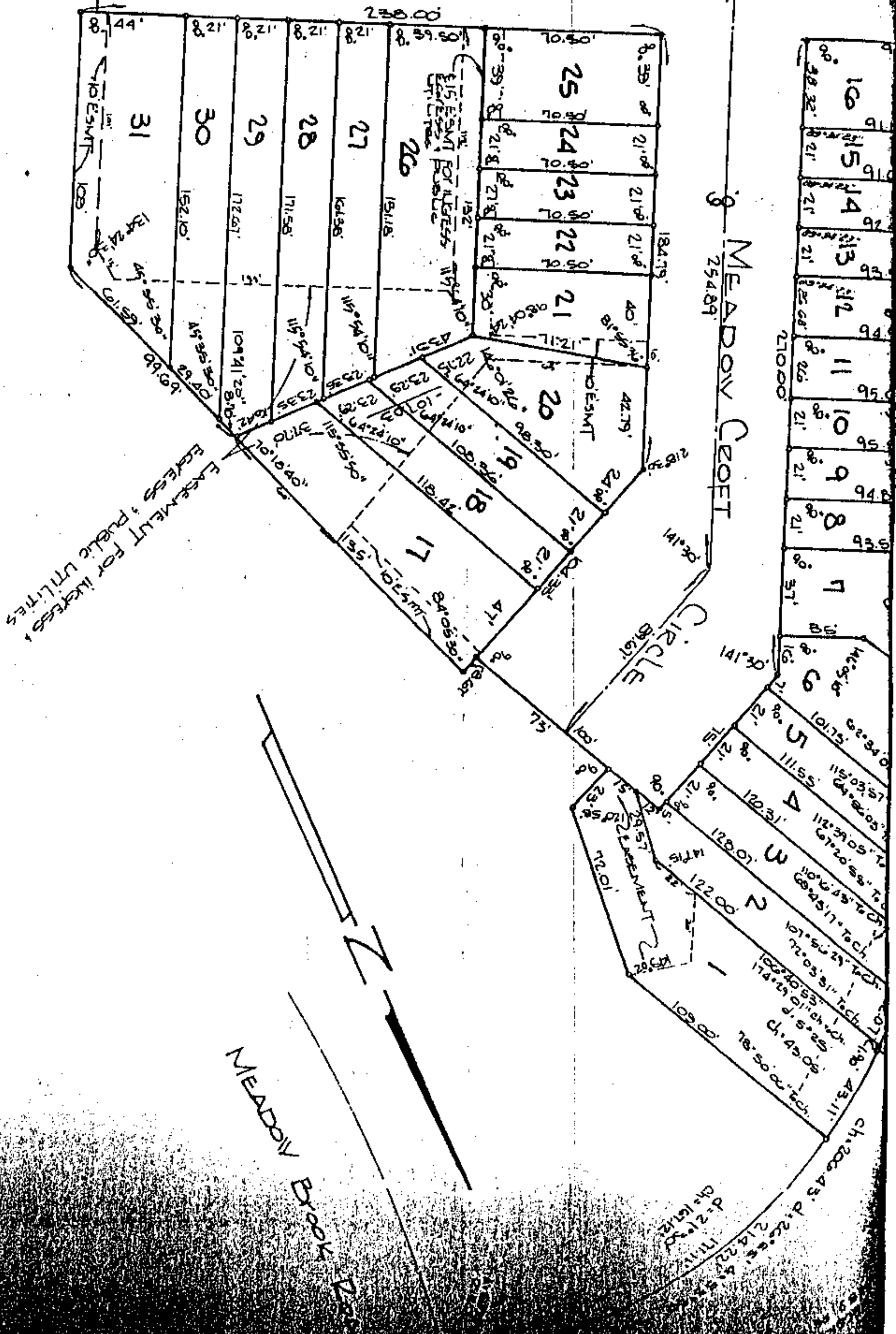
MEADOW BROOK TOWNHOMES

BOOK 081 PAGE 357

SITUATED IN THE NW 1/2 OF SEC. 6 T19S, R1W1; S1/2 SEC. 31, T18S
R1W1 - SHELBY CO., AL.

DATE: APRIL 22, 1986

SCALE: 1"=40'



RECORDING FEES

Recording Fee \$ 7.50

Index Fee 1.00

TOTAL \$ 8.50

Exhibit A

1 CERTAIN INSTRUMENT WAS FILED
1986 JUL 17 AM 10:36

Thomas P. [Signature]
JUDGE OF PROBATE