

STATE OF ALABAMA)

SHELBY COUNTY)

DECLARATION OF PROTECTIVE COVENANTS FOR MEADOW RIDGE

KNOW ALL MEN BY THESE PRESENTS, that:

WHEREAS, the undersigned, Cornerstone Properties Real Estate, Inc. is the owner of all the lots in Meadow Ridge.

WHEREAS, the undersigned Cornerstone Properties Real Estate, Inc. hereinafter referred to as "Owner" is desirous of establishing restrictions and limitations applicable to all lots owned by them in said subdivision, which said subdivision is recorded in Map Book 11, Page 40, office of the Judge of Probate of Shelby County, Alabama.

Now, THEREFORE, the undersigned Cornerstone Properties Real Estate, Inc. does hereby adopt the following restrictions and limitations which are as follows:

A. EXCLUSIVE RESIDENTIAL USE AND IMPROVEMENTS

1. That said property be used for residence purposes only and not for any purpose of business or trade.

2. No more than one residence shall be constructed on any one lot in said subdivision and any residence so constructed shall be a one family dwelling.

3. No dwelling shall be erected in said Meadow Ridge unless the following listed minimum square footage requirements are complied with (exclusive of porches or garages):

(A) One story structure - 2000 square feet of finished and heated living area.

(B) One and one-half (1½) story structure - a minimum of 1600 square feet on the first floor and a minimum of 600 square feet on the second level.

(C) Two (2) story structure - a minimum of 1200 square feet on each floor.

4. No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuildings shall be used on any lot at any time as a residence either temporarily or permanently.

5. No fences of any kind shall be erected within the area of the minimum building set back line as shown on the recorded plat and no chain link fences shall be permitted, that show from front of the house.

6. No chimneys may be cantilevered on side or front of house.

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Cornerstone Properties Real Estate, Inc.
 1000 11th Street, N.W.
 Atlanta, GA 30309

7. No lot may be subdivided or reduced in size by voluntary alienation, judicial sale, or other proceedings, except in the discretion and with the written prior approval of said owners, their heirs, executors or assigns.

8. No animals will be allowed except for dogs, cats, pet birds limited to a per lot aggregate of four and no breeding of any animals for commercial purposes shall be permitted.

9. No extra driveway may be poured in front for purpose of parking a motor home, travel home or camper, unless approved by the Architectural Committee.

10. No exterior radio, television antennas, or satellite dish shall be permitted.

B. ARCHITECTURAL CONTROL COMMITTEE AND PLAN APPROVAL

1. The Architectural Control Committee shall be composed of Summey Higgins, Donald M. Acton and Jacque Dillman of Shelby County, Alabama, and the 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. 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.

2. No building shall be erected, placed or altered on any lot until the construction plans and specifications and the plans showing the location of the construction have been approved by the Architectural Control Committee as to quality and workmanship and materials, harmony of external design with existing topography and finish grade elevation.

3. 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 Cornerstone Properties Real Estate, Inc.

4. The Committee's approval or disapproval as required in these covenants shall be in writing. In the event the Committee or its' designated representative fail 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 after the completion thereof, approval will not be required and the related covenant shall be deemed to have been fully complied with.

5. 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.

6. 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.

C. GENERAL REQUIREMENTS

1. 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.

2. 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.

3. Outside air conditioning units may not be located in the front yard.

4. All basketball goals shall be attached to a goal post and no goals shall be attached to the dwelling.

5. All yards shall be landscaped so as to blend harmoniously with the other dwellings and lots in the subdivision. No sprigging or seeding allowed in front yard. Front yard must be sodded grass and/or natural areas of bark or pine straw.

6. All windows shall be of wood construction.

7. The pitch of the roof on the dwelling must be at least 6 and 12 or more on a 1 level and a 2 story. On a 1½ story the back roof pitch may be 3½ and 12.

8. Garage doors shall not be permitted on the front of houses. In cases where it is unavoidable, electric automatic door closers will be used, and must be approved by the Architectural Committee.

9. All mail boxes shall be in a style and design to blend harmoniously with the other mail boxes in the subdivision.

10. No wooden front stoops or front steps shall be permitted. All front stoops and front steps must be of brick or masonry material.

11. All exposed foundation walls shall be bricked or brick veneer.

12. No aluminum, vinyl or steel siding shall be used and all siding shall be less than 10" in width.

13. Only vehicles used for day-to-day transportation of the property owners, their families, or invitees may be kept or stored on the property. Inoperable vehicles and house trailers may not be kept or stored on the premises. A motor home, camper or boat may be kept, provided they are parked on the side or at the rear of the house.

14. No lot shall be sold or used for the purpose of extending any public or private road, street, or alley, or for the purpose of opening any road, street or alley except by the prior written consent of said owners, their heirs, executors and assigns.

15. No privy or receptical of any kind can be used for storage of waste and only septic tanks and sewage disposal systems by the County Health Department shall be acceptable.

16. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

17. No sign of any kind shall be displayed to the public view on any lot except, one sign of not more than five 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.

18. 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 set back line as shown on the recorded plat. In any event, no building shall be located on any lot nearer than 35 feet to the front lot line. No building shall be located nearer than 10 feet to the interior lot line. For the purpose of this covenant, eaves, steps and open porches shall not be considered as a part of the building, provided, however, that this shall not be construed to permit any portion of the building on a lot to encroach upon another lot.

19. Easements to each individual lot for installation and maintenance of utilities and drainage facilities are reserved as set out in the recorded plat. The granting of this easement or right of access shall not prevent the use of the area by the owner for the permitted purpose except for building. A right of pedestrian access by way of driveway or open lawn area shall also be granted on each lot, from the front line to the rear lot line, to any utility company having an installation in the easements.

20. No oil drilling, oil development, operations, 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.

21. No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between 2 and 5 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 intersection of the street property lines extended. The same sightline 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 obstructions of such sight lines.

22. The restrictions shall not be taken as permitting any action or thing prohibited by the applicable zoning laws, or the laws, rules or regulations of any governmental authority, or by specific restrictions imposed by any deed or lease. In the event of any conflict, the most restrictive provision of such laws, rules, regulations, deeds, leases or the restrictions shall be taken to govern and control.

23. 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".

24. It is understood and agreed that said conditions, limitations, and restrictions shall attach to and run with the land for a period of 25 years from date hereof, at which time said restrictions and limitations shall automatically extend for successive periods of ten years, unless by vote of a majority of the then owners of the lots, it is agreed in writing to change said restrictions in whole or in part. If the parties hereto, or any of them, 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 real property situated in said development or subdivision to prosecute any proceeding 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 doing or to recover damages or other dues from such violations.

25. The undersigned are not responsible for earthquakes, underground mines, sinkholes, limestone formations, soil conditions or any other known or unknown surface or subsurface condition that may exist or occur or cause damage to person or buildings.

26. Owners, their heirs, executors, assigns and successors, reserve the right to modify, release, amend, void, transfer, or delete all of the rights, reservations and restrictions herein set forth, or the right to modify, release, amend, or void any one of them or more of the said forth restrictions on lots or estate belonging to them.

Invalidation of any one of these covenants by judgment or court order shall in no wise affect any of the other provisions which shall remain in full force and affect.

IN WITNESS HEREOF, the said Cornerstone Properties Real Estate, Inc. has hereunto set its signature by Donald M. Acton, President, who is duly authorized, and has caused the same to be attested by it's Secretary on this the 12th day of August, 1987.

ATTEST:

CORNERSTONE PROPERTIES REAL ESTATE, INC.

STATE OF ALABAMA)
COUNTY OF SHELBY)

I, the undersigned, a Notary Public in and for said County in said State hereby certify that Donald M. Acton whose name as President of Cornerstone Properties Real Estate, Inc., a corporation, is signed to the foregoing document, and who is known to me, acknowledged before me on this day that, being informed, of the contents of the document, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under by hand and official seal, this the 12th day of August, 1987.

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

1987 AUG 31 AM 9:58

JUDGE OF PROBATE

Notary Public

My Commission Expires March 21, 1989

1. Recording Fee \$ 17.50
2. Indexing Fee 1.00
TOTAL 18.50