

STATE OF ALABAMA)

SHELBY COUNTY )

31

DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND RIGHTS

This Declaration made on this the 31<sup>st</sup> day of Jan., 1989, by SOUTH JEFFERSON COMPANY, INC. and BIGGS CONSTRUCTION, INC., (hereinafter referred to as Owners).

WITNESSETH :

WHEREAS, the undersigned Owners own in fee simple the following described real estate in Shelby County, Alabama to-wit:

Lots 1 through 7 inclusive, according to the Survey of Meadow Brook Cluster Homes as recorded in Map Book 13, Page 20 in the Office of the Judge of Probate of Shelby County, Alabama.

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

NOW, THEREFORE, the Owners hereby declare 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 Cluster Homes filed in Map Book 219, Page 970 in the Office of the Judge of Probate of Shelby County, Alabama. 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 1 to 7 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

BOOK 236 PAGE 471

*James J. Hallman*

certain lands located within Lots 1 to 7 which is more particularly described on the attached Exhibit "A", highlighted in yellow, said Exhibit "A" constituting a copy of the Meadow Brook Cluster Homes Subdivision record map as filed for record in the Probate Office of Shelby County, Alabama, in Map Book 13 at Page 20. 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 driveway 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 1 to 7 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 1 to 7 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 Cluster Homes 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 of the Meadow Brook Cluster Homes which have been incorporated herein by reference thereto.

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

SOUTH JEFFERSON COMPANY, INC.

BY: [Signature]

ITS PRESIDENT

BIGGS CONSTRUCTION, INC.

BY: [Signature]

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 P. 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 18<sup>th</sup> day of April, 1989.

[Signature]  
NOTARY PUBLIC

BOOK 236 PAGE 472

STATE OF ALABAMA

JEFFERSON COUNTY

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that A. BIGGS LOVE whose name as President of Biggs Construction 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 18 day of April, 1989.

Susan Cagle  
NOTARY PUBLIC

BOOK 236 PAGE 473

