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STATE OF ALABAMA)

COUNTY OF SHELBY)

DECLARATION OF EASEMENTS AND RESTRICTIVE COVENANTS

This Declaration of Easements and Restrictive Covenants is made and entered into on this the 30th day of April, 1990, by The Ridge At Meadowbrook, Inc., an Alabama Corporation, and Boyd and Hood Construction, Inc., hereinafter referred to as "Declarants".

W I T N E S S E T H:

WHEREAS, Declarant is the owner of property described as the First Sector of The Ridge At Meadowbrook, Inc., as recorded in the Office of the Judge of Probate of Shelby County, Alabama, in Map Book 14, Page 4, (the "Property"); and

WHEREAS, Declarant desires to subject the Property and each lot therein to the easements, protective covenants, conditions, limitations and restrictions hereinafter set forth.

NOW, THEREFORE, Declarant hereby covenants and declares that the Property, which shall include each and every lot located therein, shall henceforth be subject to the easements, protective covenants, conditions, limitations and restrictions as follows:

I. EXCLUSIVE RESIDENTIAL USE.

Each lot shall be and is restricted to detached single-family residential use. No lot or combination of lots may be used for townhouses, condominiums or other forms of attached or multi-family dwellings (with the exception of Lots 7 and 8).

II. NO SUBDIVISION.

With the exception of Lots 7 and 8, no lots may be further subdivided; nor may the lines between the lots be relocated

Y. R. [Signature]

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without the prior written consent of Declarant.

III. ARCHITECTURAL CONTROL COMMITTEE AND PLAN APPROVAL.

A. Architectural Control Committee. The Architectural Control Committee (the "Committee") is composed of Charles S. Givianpour, James H. Johnson and K. B. Weygand. A majority of the Committee may designate a representative to act on the Committee's behalf. In the event of the death or resignation of any member of the Committee, the remaining members shall have full authority to designate a successor. Committee members shall not be entitled to any compensation for services performed pursuant to these Covenants. Upon the (i) development of at least eighty-five percent (85%) of the lots by the construction thereon of single-family residential dwellings; and (ii) occupancy of said dwellings by their owners or tenants of the owners, the then record owners of a majority of the lots shall have the power to change the membership of the Committee. The action of such majority shall be effective upon the recording of an instrument, signed by the majority of owners, indicating compliance with this Article III, Section A.

B. Plans. All plans for any structure to be erected or placed on any lot, or for any improvement whatsoever to any lot or structure, shall be subject to and require the written approval of the Committee before any work is commenced. The plans submitted to the Committee shall show the proposed location on the property and the nature of the exterior construction material, as well as the roof design and materials. Construction may not be started before the owner or builder has received a Letter of Approval from

the Committee and returned a copy thereof, signed by the builder or owner, to the Committee for retention.

C. Interiors. Any remodeling, alterations or additions to the interior of an existing dwelling shall not require the written approval of the Committee; however, all such work must comply with applicable restrictions and covenants.

D. Reconstruction After Destruction. In the event of destruction of any improvement to or of any portion of the Property, all restoration and repairs shall be in accordance with the design, materials, color and general plans and specifications previously approved by the Committee. Owners shall have a duty to commence and complete restoration as quickly as is reasonably practical; provided, however, that all such restoration shall be completed within twelve (12) months from the date of the damage or destruction.

E. Submission of Plans and Specifications. One set of prints of the drawings and specifications (herein referred together 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, which will be retained by the Committee, should be delivered to the office of Charles S. Givianpour, 2546 Valleydale Road, Birmingham, Alabama 35243, or at such other place as the Committee may designate, at least ten (10) days prior to the beginning of construction. All Plans must include the following:

- (1) An accurately drawn and dimensional plot plan showing all building setbacks, easements, drives and walks.

- (2) Foundation plan, floor plan, exterior elevations of building above finished grade as they will actually appear after all back-filling and landscaping is complete. (The back-filling sketch may be drawn by a builder.)
- (3) All plans must include summary specifications or a list of proposed materials and exterior color selections. Samples of exterior material which cannot be adequately described on the plans or of materials with which the Committee is unfamiliar must be submitted with the plans.
- (4) Only after all reasonably requested drawings have been submitted shall the Committee be deemed to have received the Plans for the purposes of Section E hereof.

F. Powers and Standards of Approval. The Committee shall have the right to approve or disapprove each proposed improvement or alteration to any portion of the Property on a case by case basis. The approval by the Committee of Plans for improvement or alterations proposed for one portion of the Property shall not bind or require the Committee to approve a proposed improvement or alteration according to the same Plans for any other portion of the Property. The Committee shall have the right to apply and impose such standards as it deems appropriate, including the setting of minimum set-backs and minimum square footage requirements that vary from those specified in Article IV (A). The decision of the Committee with regard to any of these matters shall be final and binding and there shall be no right of appeal. The Committee shall have the right to grant variances from any requirements of these covenants and may be do so on an arbitrary

basis.

G. Right to Retain Architect or Engineer. The Committee may obtain the services of an architect or engineer to review Plans; however, it shall not be required to do so.

H. Limited Nature and Use of Approval. Neither the Committee nor Declarant shall be responsible to search for or identify defects in any Plans submitted; nor shall the Committee or Declarant be responsible for any structural or other defects in any work done using or purporting to use such Plans. This is notice to owners of lots that no approval given by the Committee should be deemed a warranty, approval or even an opinion by the Committee of the structural integrity or soundness of any structure to be erected upon any lot using the Plans or Specifications submitted; and no approval by the Committee of Plans may be relied upon for any purpose other than as evidence of compliance with these covenants.

IV. CONSTRUCTION STANDARDS.

Each lot, and any improvements to be constructed and maintained upon any lot, shall be constructed and maintained in accordance with the following requirements and standards:

A. Set-Back. No building shall be located fewer than twenty (20) feet from the front lot line or fewer than twenty (20) feet from the rear lot line. The minimum sideline set-backs shall be at least ten (10) feet, but the Architectural Control Committee is authorized to set sideline set-backs as it deems necessary so long as there is maintained a distance of at least twenty (20) feet between the exterior walls of each house. The

Committee shall have the sole and absolute discretion with regard to the location of each dwelling house on each lot in the Subdivision.

B. Minimum Area. Each house, exclusive of open porches, garages and basements, shall meet the following size restrictions: Every dwelling shall contain not fewer than 2,000 square feet of finished and heated living area; one and one-half story houses shall contain a minimum of 2,400 square feet with 1,600 square feet of heated living area on the first floor; two-story dwellings shall contain a minimum of 2,600 square feet with 1,600 square feet of heated living area on the first floor.

C. Finished Parking Areas. Front drives are not permitted and the interior of all covered parking areas shall be finished and painted.

D. Yards to be Sodded. All front and side yards shall be landscaped with solid sod.

E. No Siding. No siding shall be used in any construction.

F. Fencing. The Architectural Control Committee shall have the right to approve the location and design, as well as the materials used in construction of all fences. No fencing shall be allowed in the front yard. No fencing with the exception of patio or courtyard enclosures and decorative enclosures shall extend nearer the street than the front line of the home nor exceed six feet six inches (6'6") in height; provided, that the Committee may, at its discretion, permit the height of an individual fence to be increased to a greater height. Decorative fencing at the

entrance to the Subdivision may be installed at the sole discretion of the Architectural Control Committee. No chain link fencing shall be permitted anywhere in the Subdivision.

G. Placement of Air Conditioning Units. Outside air conditioning units may not be located in the front yard of any lot.

H. Roof Pitch. The roof pitches shall not be less than seven (7) in twelve (12) or, in the case of a gable that faces a road, ten (10) in twelve (12).

I. Underground Utilities. Utility service shall be underground. No utility poles or above-ground wires shall be permitted in other than the construction phase.

J. Landscaping Not To Impede Sight at Street Intersections and Corners. No shrubs or trees which will impede the view or sight of pedestrians or operators of automobiles shall be planted on or near street corners.

K. Roof Projections. All stack pipes, exhaust fans and other roof projections shall be located on the rear or interior side of building roofs, and painted to match the approved roofing color.

L. Front Steps and Stoop. Front steps and stoop floors shall be constructed of brick or stone.

M. Garage Doors. Garage doors must have solid panels and may not open at the front of the garage facing the street.

N. Mail Boxes. The design and size of all mail boxes are to be approved in advance by the Architectural Control Committee. No brick or stone mail boxes will be approved.

O. No Black Mortar. No black mortar shall be used in any construction.

P. Windows. All windows are to be either wood-framed or encased in wood.

Q. Outside Surface of House. The outside surfaces of all houses shall be of brick, stone or dryvit, the color of which shall be subject to the approval of the Architectural Control Committee.

R. No non-attached buildings such as garages and equipment sheds will be permitted on any lots within the subdivision.

V. PROHIBITED USES AND ACTIVITIES.

A. Satellite Dishes. No satellite microwave dishes or television antennas shall be placed on any lot.

B. Clothes Lines. No outside clothes lines shall be permitted on any lot.

C. No Livestock. No animals, livestock or poultry shall be raised, bred or kept on any lot; provided, however, that dogs, cats or other household pets may be kept so long as they are not kept, bred or maintained for any commercial purpose.

D. No Dumping Ground. No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers. All equipment for the storage or disposal of any such materials shall be kept in a clean and sanitary condition. The use of all or any portion of any lot within the Property for outside materials shall be stored either inside any structure or outside any structure.

E. No Open Parking or Storage of Boats, Trailers and Other Vehicles. Boats, boat trailers, pickup campers, mini-motor homes, buses, commercial vehicles, motor homes and trailers of every kind must be parked or stored only in an enclosed garage and may not otherwise be parked on any lot, or on the street, or in any open parking area. No unused or inoperable automobiles shall be permitted on any lot, and no automobile repair shall be conducted on any lot, except for temporary repairs effected by authorized outside mechanics.

IV. RESERVATION OF EASEMENTS.

Right to Grant Utility Easements. Declarant reserves for itself, its successors and assigns, the right to use, dedicate and/or convey to the State of Alabama, Shelby County, City of Hoover, 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 convenience 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.

VII. MISCELLANEOUS PROVISIONS.

A. Maintenance of Areas of Common Use. Declarant shall maintain entrance ways, medians and other areas of common use until December 31, 1990, at which time Declarant shall have no further duty or obligation with regard to these areas whatsoever,

and each owner of a lot in the Subdivision agrees to pay his or her pro rata share of the costs thereof and except that, upon the request of a majority of owners, it will execute a quitclaim deed to an association composed of the owners. Additionally, each owner of the lots in the subdivision agrees that it will pay its pro rata portion of any sewer line maintenance which may be required in the future, including costs of street lights and entrance lighting.

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B. In the event the owners of a majority of the lots of the Subdivision elect to establish a homeowners association for the purpose of maintaining common areas and other related purposes, the owner of each and every lot in the Subdivision agrees to join the homeowners association, if established, and further agrees to contribute its pro rata share of all costs incurred by the homeowners association in the furtherance of its purposes. Owners of the lots shall have the right to determine how the association's officers elected, and by a majority vote, establish the association's By-Laws and Articles of Incorporation. The association shall also have the right, if formed, to enforce the collection of its costs by such lien procedures as are authorized by Alabama law.

C. Additional Restrictions May Be Added. Declarant, and only Declarant, reserves the right to include in any contract or deed additional covenants and restrictions which are not inconsistent with and which do not lower the standards of the covenants and restrictions set forth herein.

D. Covenants to Run With the Land; Enforceable. The

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covenants and restrictions herein shall be deemed to be covenants running with the land. If any person shall violate or attempt to violate any such restrictions or covenants, it shall be lawful for the undersigned, the Architectural Control Committee or any person or group of persons owning any lot in said subdivision (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 or (c) to collect from each owner the costs of maintenance of the common areas. Any party so enforcing the provisions of this instrument shall be entitled to equitable relief, the recovery of actual damages resulting from any such violation, a reasonable attorney's fees, and such other relief as may be deemed appropriate by a court of competent jurisdiction.

E. Covenants Reciprocal. The covenants and restrictions set forth herein are made for the mutual and reciprocal benefit of each lot and are intended to create (i) mutual, equitable servitude upon each lot; (ii) reciprocal rights between and among the respective owners and future owners of each lot; and (iii) a privity of contract and estate among the grantees of any and all lots within this subdivision, their respective heirs, executors, administrators, successors and assigns.

F. No Waiver. The failure of the Committee to enforce any one or more of the provisions of this instrument shall not be deemed a waiver of the right of the Committee to enforce the

provisions of this instrument at any subsequent time. No owner, nor any other person, corporation, partnership, firm or other entity shall be entitled to any remedy against or to the recovery of any damages from the Committee or any member thereof as the result of the failure or refusal by the Committee or any member thereof to enforce any of the provisions of this instrument or pursue the correction of any violation thereof.

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G. Binding Effect and Term. The covenants and conditions herein contained are to run with the Property and shall be binding on all parties and persons claiming under them for a period of fifty (50) years from the date of the recordation of this instrument, after which time these covenants and conditions shall be automatically extended for successive periods of ten (10) years until owners of a majority of the lots have caused an instrument changing the covenants and conditions herein to be executed and recorded.

H. No Reverter. No restriction or provision herein is intended to create a condition subsequent or a possibility of a reverter.

I. Severability. Invalidation of any one or more of the provisions of this instrument by a judgment or a court order shall in no way affect the validity of the other provisions of this instrument, which shall remain in full force and effect.

J. Amendment. Declarant reserves and shall have the sole and exclusive right to modify, release or amend any one or more of the covenants, restrictions and provisions contained herein until such time as it has sold all of the Property. After

Declarant has conveyed all of the Property, this instrument may be modified and amended by an instrument executed by the owners of a majority of the lots. Any such modification or amendment must be in writing and filed for record with the Office of the Judge of Probate of Shelby County, Alabama.

K. None of the provisions, authorizations or requirements hereunder shall be construed to have any effect or impact on any governmental regulations or zoning rules and ordinances of any governmental organizations which may have jurisdiction over The Ridge at this or any subsequent time.

L. The owner of each and every lot in the Subdivision hereby waives any claim for damages against any member of the Architectural Control Committee named herein or any successor thereto arising out of any of their activities of service as the result of their membership of such committee.

IN WITNESS WHEREOF, this instrument has been executed by the undersigned Declarant on this the same date as first hereinabove written.

WITNESS:

Sharon K. Fournier

Neil H. Adams

THE RIDGE AT MEADOWBROOK, INC.
An Alabama Corporation

By James H. Johnson
James H. Johnson, President

BOYD AND HOOD CONSTRUCTION, INC.
An Alabama Corporation

By Shirley E. Boyd
Shirley E. Boyd, President

STATE OF ALABAMA)

JEFFERSON COUNTY)

I, the undersigned authority, a Notary public, in and for said County in said State, hereby certify that James H. Johnson, whose name as President of The Ridge At Meadowbrook, Inc., an Alabama Corporation, and Shirley E. Boyd, President of Boyd and Hood Construction, Inc., an Alabama Corporation, are signed to the foregoing instrument and who are known to me, acknowledged before me on this day, that being informed of the contents of said instrument, he, in his capacity as such President of The Ridge At Meadowbrook, Inc., and she, in her capacity as such President of Boyd and Hood Construction, Inc., executed the same voluntarily on the day the same bears date.

Given under my hand and official seal, this the 30th day of April, 1990.

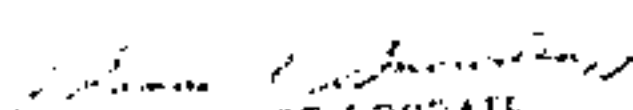

Notary Public

My Commission Expires: 1-18-93

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

90 MAY -3 AM 11:26


JUDGE OF PROBATE

1. Deed Tax	\$
2. Mtg. Tax	\$
3. Recording Fee	\$ 3500
4. Indexing Fee	\$ 300
5. No Tax Fee	\$
6. Certified Fee	\$ 100
Total	\$ 3900