

STATE OF ALABAMA )

SHELBY COUNTY )

DECLARATION OF PROTECTIVE COVENANTS

KNOW ALL MEN BY THESE PRESENTS, that:

WHEREAS, THE UNDERSIGNED, FOREST MEADOWS, LTD, an Alabama Limited partnership (the "Declarant") is the owner of all of the following described property:

Forest Meadows 1st Sector, as recorded in Map 19, Page 80, in the Probate Office of Shelby County, Alabama (the "Property").

NOW, THEREFORE, the undersigned desires to subject said Property and each lot located in said survey to the conditions, limitations for said subdivision, to-wit:

That said Property and each lot located in said subdivision shall be and the same are hereby subject to the following conditions, limitations and restrictions.

I. Exclusive Residential Use and Improvements

A. All lots in the tract shall be known and described as residential lots and shall be used for single-family residential purposes exclusively.

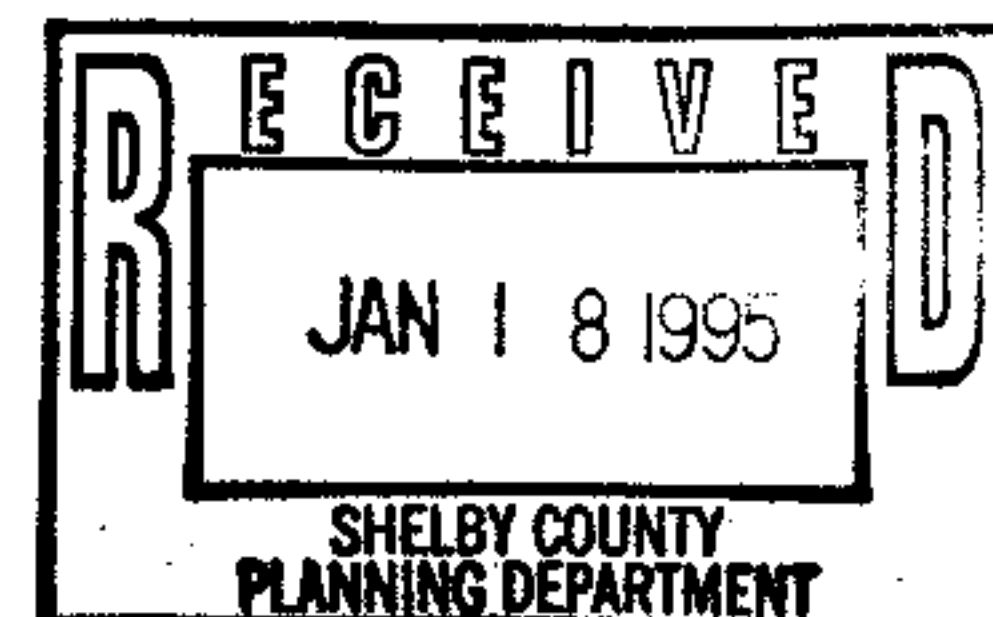
B. No structure shall be erected, altered, placed or permitted to remain on any residential building lot other than detached single-family dwellings not to exceed to and one-half storied, 35 feet in height, and a private garage for not more than four cars, and other outbuildings incidental to and necessary for residential property use of the lot.

C. Notwithstanding anything to the contrary herein, the undersigned or their assigns, shall be permitted to construct and maintain on one lot only a structure and related facilities designed and used as a sales center for the marketing of real estate including the lots subject to these covenants and adjoining land and improvements thereon owned by the undersigned or their assigns.

D. No building shall be located on any lot nearer to the front line or nearer to the side street than the minimum building setback line shown on the recorded plat. No building shall be located nearer than 10 feet to an interior lot line. No building shall be located on any interior lot nearer than 35 feet to the rear lot line. For the purpose of this covenant, eaves, steps, and open decks or terraces shall not be construed as a part of a building; provided, however, that this shall not be construed to permit any portion of a building, on a lot, to encroach upon another lot.

E. Each main structure of a residential building, exclusive of open porches, garages and basements shall meet the following size restrictions: Dwellings shall contain not less than 2000 square feet of finished and heated living area. In the event of a 1.5 story house, not less than 1600 square feet shall be on the ground floor. A two-story house shall have not less than 1200 square feet on the ground floor.

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F. No more than a single- family unit shall occupy any dwelling house.

G. No lot, once subdivided and recorded by the undersigned or their assigns, shall be further subdivided.

H. No aluminum siding shall be permitted to be installed on the exterior of any structure or residential building, constructed on a Lot except soffits and dormers.

## II.

### General Requirements

A. 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.

B. No weeds, underbrush or the 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 to notice to the Owner) to enter any residential lot during normal working hours for the purpose of mowing, removing, 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.

C. No animals, livestock, or poultry of any kind shall be raised, bred or kept on any lot, except dogs, cats or other household pets may be kept provided that that are not kept, bred or maintained for any commercial purposes.

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

E. No oil drilling, oil development operation, oil refining, quarrying mining operations of any kind shall be permitted upon, or in any Lot, not 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.

F. No trash, garbage or other refuse shall be dumped, stored or accumulated on any Lot. Trash, garbage or other waste shall not be kept on any Lot except in sanitary containers or garbage compactor units. Garbage containers, if any shall be kept in clean and sanitary condition, and shall be so placed or screened by shrubbery or other appropriate material approved in writing by the Committee as not to be visible from any road or waterway within sight distance of the Lot at any time except during refuse collection. No outside burning of wood, leaves, trash, garbage or household refuse shall be permitted, except during construction period.



G. No structure of a temporary character, or trailer, basement, tent or shack shall be used at any time as a residence, either temporarily or permanently. There shall be no occupancy of any dwelling until the interior and exterior of the dwelling is complete and a certificate, or other satisfactory evidence, of completion is received by and approved by the Committee.

H. No fence, wall, hedge, or shrub planting which obstructs lines at elevations between 2 and 6 feet above the roadways shall be placed or permitted to remain on any corner lot. Trees shall be permitted to remain provided the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

I. No sign of any kind shall be displayed to the public view on any Lot except one professional sign of not more than two (2) square feet, one sign of not more than six (6) square feet advertising property during the construction and sales period. All signs shall comply with design specifications of the Architectural Control Committee. No signs shall be nailed to trees. The provision shall not apply to the undersigned or their assigns during the sale period.

J. During all construction, all vehicles, including those delivering supplies must enter the building lot on the driveway only as approved by the undersigned so as not to unnecessarily damage trees, street paving and curbs. Any damage not repaired by the contractor will be repaired by the undersigned (after 10 days written notice) and will be charge to the contractor (or Owner) at a reasonable cost for such services, which charge shall constitute a lien upon such Lot enforceable by appropriate proceedings at law or equity. During construction all builders must keep the homes, garages and building sites clean. All building debris, stumps, trees, ect. must be removed to keep the house and Lot attractive. Such debris will not be dumped in any area of the Subdivision.

K. When the construction of any building is one begun, work thereon must be prosecuted diligently and continuously and must be completed within 12 months.

L. Garage door shall not be permitted on the front of homes except on approval of the Architectural Control Committee.

M. No open parking or storage of boats, trailers and other vehicles. Boats, boat trailers, pick-up campers, mini-motor homes, buses, commercial vehicles, motor homes, and trailers of every kind must 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.

N. Outside air conditioning units must be located in the rear or side of the house.

O. No plumbing or heating vent shall be placed on the front of the house only on the side or rear as required.

P. Any fences visible from the front or side street must have a wood barrier of natural earth tone color or bleached. All fences for back yard and swimming pools must be approved by the Committee prior to construction.

Q. There shall be no silver finish metal doors or windows of any kind; however, a factory painted or anodized finish may be used. The color of such finish should be natural earth tones.

- R. No radio towers will be allowed. No satellite dish antennas larger than 18 inches in diameter will be allowed without the written consent of the Committee.
- S. Mailboxes are to be of a design specified by the Developer.

III.

Architectural Control Committee and Plan Approval

A. The Architectural Control Committee (the "Committee") is composed of John B. Davis, H.M. Davis, Jr. and John B. Davis, Jr. A majority of the committee may designate a representative to act for it. 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. Neither the members of the Committee, nor its designated representative, shall be entitled to any compensation for services performed pursuant to this covenant. Upon the (i) development of at least one-hundred percent (100%) of the Lots of the subdivision for single-family residential use by the construction thereon of a single-family residential dwelling in accordance with the terms hereof and (ii) occupancy of said dwelling units by individual owner-tenant occupants, the then record owners of a majority of the Lots shall have the power, through duly recorded written instrument, to change the membership of the Committee.

B. All plans for any structure or improvement whatsoever to be erected on or move upon or to any lot, and the proposed location thereof on any Lot or Lots, the exterior construction material, the roofs, and any later changes or additions to the exterior of the building on any lot after initial approval in writing of the Committee before any work is commenced. Construction may not be started before receipt of a Letter of Approval from the Committee, a copy of which must be signed by the Builder, or Owner, and returned to the Committee for retention.

C. Any remodeling, reconstruction, alterations or additions to the interior of an existing residence shall not require the written approval of the Committee, but shall comply with all restrictions and covenants.

D. 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 Davis & Major, Inc., 1031 South 21st Street Birmingham, Alabama, 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 set-backs, 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 material with which the Committee is unfamiliar must be submitted with the plans.

(4) Only upon the submission of all reasonable requested plans in the manner set forth above shall the Committee be deemed to have received the plans for the purposes of Section E hereof.



E. The Committee's approval or disapproval as required in these covenants shall be in writing. In the event the Committee, or its designated representative fails to approve or disapprove submitted plans and specifications which have been submitted to it, within ten (10) business days after receipt of same, then such plans and specifications shall be deemed to have been approved by the Committee and the related covenants herein shall be deemed to have been fully complied with.

F. Neither the Committee nor any architect, 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. Any such approval may not be relied upon in any fashion by any Purchaser of a residence within the subdivision.

G. 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, right - of - way or easements on, over, across or under the ground 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 as required along the rear property line of each side line of each lot.

H. Each and every covenant and restriction contained herein shall be considered to be an independent and separate covenant and agreement, and in the event any one or more of said covenants or restriction shall, for any reason, be held to be invalid or unenforceable, all remaining covenants and restrictions shall nevertheless remain in full force and effect.

I. The undersigned, and only the undersigned, may include in any contract or deed hereafter made any additional covenants and restrictions that are not inconsistent with and which do no lower the standards of the covenants and restrictions shall nevertheless remain in full force and effect.

J. The covenants and restrictions herein shall be deemed to be covenants running with the land. If any person shall violate or attempt to violate any of such restrictions or covenants, it shall be lawful for the undersigned, or any person or 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 restrictions, 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; provided, however, that the remedies contained in this paragraph shall be construed as cumulative of all other remedies now or hereafter provided by law.

K. The covenants and restrictions set forth herein are made for the mutual and reciprocal benefit of each Lot within the herein described subdivision and are intended to create: (i) mutual, equitable servitude upon each Lot within such subdivision; (ii) reciprocal rights between and among the respective owners and future owners of each Lot within such subdivision; and (iii) a privity of contract and estate between the grantees of any and all lots within such subdivision,

their respective heirs , executors, administrators, successors and assigns.

#### Miscellaneous

A. Compliance Agreement and Indemnity for Damages. Each and every lot owner and future Lot Owner agrees to comply with Alabama Department of Environmental Management (ADEM), rules, regulations and permits prior to and during and after construction. Each Lot Owner in accepting a deed or contract for any lot subject to this Declaration, agrees to assume full responsibilities for all drainage and storm water run-off on or affecting or resulting from the Lot purchased and all requirements for silt fencing or protection of adjoining property or properties down stream from the Lot or property purchased. Each Lot Owner agrees to indemnify the Developer ( and the Developer's engineers, agents and representatives) from any and all liability, damages, fines, or loss arising out of or related to or as a result of the Lot Owner's or the Lot Owner's agents, representatives, or contractors, failure to strictly adhere to or comply with ADEM's rules, regulations and permits. Each Lot Owner further agrees to indemnify and hold the Developer (and the Developer's engineers, agents and representatives) harmless for any damage caused by such Lot Owner to roads, streets, gutters, walkways or other aspects of public ways, including all surfacing thereon, or to water, drainage or storm sewer lines, or sanitary sewer line in the subject subdivision, or for which Developer has responsibilities at the time of such damage. Upon the purchase of any "Lot" within said "Subdivision" by any owner, said owner accepts his/her knowledge of said "Covenants" and thus releases and waives his/her right to prosecute "Developer" for these inconveniences said lot owner deems inadequate or unbecoming of said lot owner's needs.

Notwithstanding other remedies herein contained and reserved unto the Developer, in the event any lot owner, of a lot or lots with All sectors of Forest Meadows Subdivision shall fail to comply with these Covenants, the Developer does hereby reserve an easement and right-of-way over and across the lot or lots so effected, for itself, its agents and subcontractors to install erect, control and maintain such apparatus, appliances and fixtures as may be necessary and appropriate to bring and maintain such conditions into compliance with ADEM requirements and to control pollutants, toxins, storm water runoff and erosion.

Developer further reserves the right and authority impose a lien on such lot or lots not being maintained and in compliance with ADEM requirements for the collection of costs incurred in the installations, erection or maintenance of such apparatuses, appliances or fixtures to correct non-compliant conditions provided the Owner of a lot or lot fails to reimburse Developer for such costs with ten (10) days after posting of notice of such costs to the Owner.



In witness whereof, Forest Meadows Ltd., an Alabama Limited Partnership, has caused this Declaration of Protective Covenants to be executed this the 18<sup>TH</sup> day of January, 1995.

Forest Meadows Ltd.  
An Alabama Limited Partnership

BY:   
as its General Partner

STATE OF ALABAMA )

JEFFERSON COUNTY )

I, the undersigned, a notary Public in and for said count in said State, hereby certify that John B. Davis Jr. whose name as General Partner of Forest Meadows Ltd., an Alabama Limited Partnership, is signed to the foregoing instrument and who is known to me, acknowledged before me on this day, that being informed of the contents of said instrument, he as such officer and with full authority executed the same voluntarily for and as the act of said corporation, acting in its capacity as General Partner as aforesaid.

Given under my hand and official seal this 18<sup>th</sup> day of Jan 1995,  
1995.

Harold S. Muhs  
Notary Public

My Commission Expires: \_\_\_\_\_

**MY COMMISSION EXPIRES OCTOBER 23, 1995**

(NOTARIAL SEAL)

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