

STATE OF ALABAMA
COUNTY OF SHELBY

**COVENANTS AND RESTRICTIONS FOR
CEDAR MEADOWS SUBDIVISION
RECORDED IN THE PLAT
AS DOCUMENT NUMBER 20050317000119380
IN THE OFFICE OF THE JUDGE OF PROBATE
OF SHELBY COUNTY, ALABAMA**

KNOW ALL MEN by These Presents, that Whereas, the undersigned, Adams Homes, L.L.C. and Cedar Lane, L.L.C are the owners of following described real estate, to-wit:

All of the property embraced in Cedar Meadows subdivision according to the map or plat of said subdivision, appearing of record in the Office of the Judge of Probate of Shelby County, Alabama, as Document No. 20050317000119380.

and

WHEREAS, the undersigned, Adams Homes, L.L.C. and Cedar Lane, L.L.C own all the lots within said subdivision and are desirous of establishing and placing the heretofore described subdivision under certain restrictive covenants to insure the use of the property for attractive residential purposes only, to prevent nuisances, to prevent the impairment of the attractiveness of the property, to maintain the high quality and tone of the Community and thereby to secure to each site owner the free and full benefit and enjoyment of his/her home with no greater restrictions upon the free and undisturbed use of his/her site than is necessary to insure the same advantages to the other site owners.

NOW THEREFORE, the undersigned, do hereby adopt the following conditions, restrictions, covenants and limitations, which shall apply in their entirety to all lots in the Cedar Meadows Subdivision of Shelby County, Alabama, and shall hereafter be included as apart of the consideration in transferring and conveying title to any or all of said Lots of said Subdivision.

1. No part of the property shall be used except of residential purposes only. No building shall be erected, altered, placed or permitted to remain on any part of the property other than a detached single family dwelling.

2. No dwelling shall be erected upon or allowed to occupy any part of the property unless the area of the main structure, exclusive of open porches, attached garages or carports, be not less than 1,000 square feet. The living area may not be less than 1,000 square feet on a one-story dwelling and total living area not less than 1,000 square feet, exclusive of open porches, garages and basement for two-story dwellings. All dwellings shall have two-car minimum front or side entry garages. No dwelling shall be located near than 25 feet from the front boundary of the subject property.

3. All buildings shall be constructed fully with brick in the front per elevations.

4. No noxious or offensive trade or activity shall be carried on upon any part of the property, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the surrounding property owners or neighborhood. However, it is hereby recognized that the traffic, noise, dirt in the streets, and activity associated with the construction of homes is normal activity and not to be considered noxious, offensive or prohibited.

5. No signs, written displays or visual displays shall be placed in the front yard of the subject property, or within view of the roadways, which contain language or graphic depictions which are profane, obscene, or calculated to harass or denigrate any person because of his or her race, sex, religion or national origin, except that this provision shall not be construed to restrict or prevent the placement of reasonable campaign signs pertaining to candidates or referenda to be elected or decided by city, county, state or national election, nor shall this provision be construed to prevent or restrict the placement of reasonable signs pertaining to the sale, improvement or repair of the dwelling located on the property. Adams Homes, L.L.C., shall maintain marketing signs as it deems necessary on surrounding property owned by Adams Homes, L.L.C., until such time as Adams Homes, L.L.C., sells and conveys such property.

6. No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding shall be used at anytime as a residence either temporarily or permanently. No temporary structure of any kind, occupied or unoccupied shall be permitted upon any part of the property without the prior written approval of Adams Homes, L.L.C. Adams Homes, L.L.C., reserves the exclusive right to erect, place and maintain such facilities in or upon any portion of the surrounding property still owned by Adams Homes, L.L.C., as Adams Homes, L.L.C., in its sole discretion may deem to be necessary or convenient while selling surrounding property, or selling and constructing residences and constructing other improvements upon surrounding property owned by Adams Homes, L.L.C. Such facilities may include, without limitation, sales and construction offices, storage areas, model units, signs and portable toilet facilities; except that accessory buildings shall be permitted to remain on the property when approval of same has been obtained with accordance with other provisions herein. No trailers, junk cars, campers, etc. to be parked in front yards or driveways.

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

8. No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between two and six feet above the roadways shall be placed or permitted to remain on any part of the property which is located 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. No trees shall be permitted to remain within such distance of such intersection unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

No fences shall be constructed without the approval of Adams Homes, L.L.C. Fences shall not exceed 6 feet in height. No chain link, vinyl coated or wire fences shall be permitted. In no case shall fences protrude any closer to the street than the front of the dwelling. All wood fences shall be painted or properly finished.

9. No construction shall be commenced upon any buildings, or alteration thereof, upon any part of the property until and unless the building plans and specifications showing the name and address of the owners and builder and the plat plan showing the proposed location of such building upon the property has been approved in writing by Adams Homes, L.L.C., or its designated representative, as to the conformity of the proposed building with Adams Homes, L.L.C.'s plans for orderly development of surrounding property owned by Adams Homes, L.L.C., and the harmony of the exterior design with that of existing structures and as to location of the proposed structure with respect to topography and finished grade elevation.

10. All rights, responsibilities specifically reserved or imposed upon Adams Homes, L.L.C., or its representative under the terms or these restrictions, or those which exist by virtue of Adams Homes, L.L.C., being an owner of surrounding property shall terminate upon the filing by Adams Homes, L.L.C., of written notice to that effect in the Office of the Judge of Probate of Shelby County, Alabama. Thereafter, the approval shall not be required unless within sixty (60) days of the filing of said notice by Adams Homes, L.L.C., a majority of the record title holders of the surrounding property owners shall file a written instrument in the Office of the Judge of Probate of Shelby County, Alabama, designating a committee of at least three (3) representatives to act as an Architectural Control Committee which shall exercise all of the approval responsibilities of Adams Homes, L.L.C., herein. The duties and responsibilities of the Architectural Control Committee shall be subordinate and subject to the requirements of any zoning ordinance applicable to lots in the subdivision. The Architectural Control Committee shall have no authority to initiate or prevent any action taken to bring the subdivision or any lot therein into compliance with any applicable zoning ordinance.

11. Adams Homes, L.L.C.'s approval as required by any of the terms and conditions of these covenants and restrictions shall be in writing. In the event Adams Homes, LLC., or its representative shall fail to approve or disapprove any request within thirty (30) days after such request has been made in writing, approval shall not be required and the related covenants and restrictions shall be deemed to have been fully complied with and the approval of Adams Homes, L.L.C. can be presumed. Failure of Adams Homes, L.L.C., to approve or disapprove the building plans and specifications in writing shall not in any way mitigate either the requirement to submit or the right of Adams Homes, L.L.C. to approve or disapprove such plans and specifications in subsequent cases.

Adams Homes, L.L.C., reserves to itself the broad discretion in approval on any plans and specifications submitted and such approval or disapproval thereof shall be final and binding

upon the applicant and upon all future owners the subject property.

12. No part of the property shall be subdivided.
13. No part of the property shall be used for extended storage or repair or automotive vehicles.
14. No part of the property shall be used or maintained as a dumping ground for rubbish, trash, garbage, or other waste and same shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.
15. Enforcement shall be by proceeding at law or in equity against any person or party violating or attempting to violate any covenant herein set out whether to restrain such violation or to recover damages.
16. Invalidation of any one of the covenants herein set out by judgment or court order shall in no way affect any of the provisions which shall remain in full force and effect.

In Witness whereof, the undersigned, for and on behalf of Adams Homes, L.L.C, has set his hand and seal on this the 25 day of August, 2005

ADAMS HOMES, L.L.C

By: [Signature] (SEAL)
Its: General Manager

In witness whereof, the undersigned, for and on behalf of Cedar Lane, L.L.C has set his hand and seal on this the 25th day of August, 2005

CEDAR LANE, L.L.C

By: [Signature] (SEAL)
Its: Member

STATE OF ALABAMA
COUNTY OF SHELBY

I, the undersigned, a Notary Public in and for said County and State, hereby certify that Kenneth Carter, as Member, of Cedar Lane, L.L.C., whose name is signed to the foregoing Restrictive Covenants and who is known to me, acknowledged before me on this day that, being informed of the contents of said Restrictive Covenants, he executed the same voluntarily, in his capacity and with full authority as said officer on the day the same bears date.

GIVEN under my hand and official seal this 25th day of August, 2005.

Margie R. Bryant (SEAL)

Notary Public

My comm. Expires: 01/06/09

STATE OF ALABAMA
COUNTY OF SHELBY

I, the undersigned, a Notary Public in and for said County and State, hereby certify that Ben T. Wallace, as member, of Adams Homes, L.L.C., whose name is signed to the foregoing Restrictive Covenants and who is known to me, acknowledged before me on this day that, being informed of the contents of said Restrictive Covenants, he executed the same voluntarily, in his capacity and with full authority as said officer on the day the same bears date.

GIVEN under my hand and official seal this 25th day of August, 2005.

Margie R. Bryant (SEAL)

Notary Public

My comm. Expires: 01/06/09