

STATE OF ALABAMA)

COUNTY OF SHELBY)

**RESTATEMENT AND FOURTH AMENDMENT TO THE DECLARATION
OF PROTECTIVE COVENANTS OF
MEADOWRIDGE HOMEOWNERS ASSOCIATION, INC.**

This Restated and Fourth Amendment to the Declaration of the Protective Covenants of the Meadowridge Homeowners Association was executed on the 3rd day of April, 2025 by the Meadowridge Homeowners Association.

KNOW ALL MEN BY THESE PRESENT, that:

WHEREAS, Meadowridge is a subdivision comprised of seventy-five (75) residential lots. The original subdivision consisted of seventy-five (75) lots as filed under the Plat in Map Book 11, Page 40 in the Office of Judge of Probate for Shelby County, Alabama; and,

WHEREAS, the subdivision lots, were subject to certain terms and provisions of that certain "DECLARATION OF PROTECTIVE COVENANTS FOR MEADOW RIDGE" filed at the Probate Office of Shelby County, Alabama, at Book 148 Page 264. Thereafter, said covenants were first amended on August 21, 1989 as "AMENDMENTS AND ADDITIONS TO DECLARATIONS OF PROTECTIVE COVENANTS FOR MEADOW RIDGE" and were filed on October 22, 1996 at Instrument # 1996-35171 in the Probate Office of Shelby County, Alabama. Thereafter the "SECOND AMENDMENT AND ADDITION TO DECLARATIONS OF PROTECTIVE COVENANTS FOR MEADOW RIDGE SUBDIVISION" were filed on September 11, 1997 at instrument # 1987-29273 in the Probate Office of Shelby County, Alabama. The third amendment, "DECLARATION OF PROTECTIVE COVENANTS FOR MEADOWRIDGE" was recorded on May 6, 2013 at Instrument 20130506000183270 in the Probate Office of Shelby County, Alabama. All seventy-five (75) lots are subject to the applicable provisions of the Declarations and amendments; and,

WHEREAS, the Subdivision of Meadowridge is privately owned by owners and all lots are owned by owners; lots are no longer owned by Cornerstone Properties Real Estate, Inc. or any successor developer or builder; and,

WHEREAS, the Meadowridge Homeowners Association Inc. ("The Association") was established and registered with the Secretary of State of Alabama and is composed of all lot owners from within the Meadowridge Subdivision; and,

WHEREAS, the Members of The Association desire to amend, restate, modify, and supplement the Declaration of Protective Covenants of the Meadowridge Subdivision on the terms and conditions set forth herein in order to subject the use of the Subdivision lots owners to this

Amendment to the Declaration of Protective Covenants, and,

WHEREAS, the Members of the Association have adopted by affirmative vote of more than 67% of the Members of The Association the Restated and Fourth Amendment to the Declaration of the Protective Covenants of the Meadowridge Homeowners Association as provided therein.

NOW, THEREFORE, in Consideration of the recitals set forth above of this Restatement and Fourth Amendment To The Declaration Of Protective Covenants Of Meadowridge Homeowners Association, Inc., and other considerations, the members of The Association hereby agree as follows:

A. THE MEADOWRIDGE HOMEOWNERS ASSOCIATION

1. **Name.** The name of the Homeowners Association shall be The Meadowridge Homeowners Association, Inc. ("The Association"). The Association was formed with the Alabama Secretary of State on November 20, 1989.

2. **Board of Directors.** The affairs of the Association shall be governed by a Board of Directors. The Directors shall be responsible for the affairs of the Association and shall have all the powers and duties necessary for the administration of the Association's affairs and may do all acts not otherwise prohibited by law or by this Declaration.

3. **Membership.** Every owner of a lot which is subject to the Declaration shall be a mandatory member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. Membership shall be appurtenant to and may not be separated from ownership of any lot which is subject to the Declaration and shall pass automatically to an owner's successor-in-title to the lot.

4. **Assessments.** Each parcel owned within the subdivision of Meadowridge, hereby covenants, and each owner of any parcel, by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay the Association:

a. Annual Assessment of charges, and

b. Special assessment for capital improvements, such assessments to be established and collected as hereinafter provided.

A. The annual and special assessments, together with interest, costs and reasonable attorney's fees shall be a lien upon the property against which such assessment shall be made, and shall further be a personal obligation of the person or persons who were the owner or owners of such lot at the time such assessment was made. The personal obligation for delinquent assessments shall not pass to the successor in title of any parcel owner or owners unless expressly assumed by such successor.

- B. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety, welfare of the parcel owners, and for the purposes of the Association as set out in the Articles of Incorporation and its By-laws.
- C. The amount of annual assessment shall be fixed and determined by The Association in accordance with the Articles of Incorporation and By-Laws.
- D. In addition to the annual assessments authorized herein, The Association may impose in any assessment year a special assessment application to that year, for the purposes of defraying in whole or part, the cost of any construction, reconstruction, repair, or replacement of a capital improvement upon the Association Property, provided that any such assessment shall first have been approved and assented to by two-thirds (2/3) of the votes of the class of membership which is entitled to vote at the time, in person or by proxy, at any regular meeting or special meeting called for the purposes of voting on such assent and approval, in accordance with the terms of the Articles of Incorporation of the Association and the By-Laws there of.
- E. Both annual and special assessments must be fixed at a uniform rate for all Parcels and may be collected on an annual basis.
- F. The annual assessments provided for therein shall commence as to all lots on each fiscal year beginning in 2025. The Board of Directors of the Association shall fix the amount of the annual assessment against each lot at least thirty (30) days in advance of each annual assessment.
- G. Written notice of the annual assessment shall be sent to every owner subject thereto, and the due date thereof shall be established by the Board of Directors. The Association shall, upon demand for a reasonable fee or charge, furnish a certificate signed by an officer of the Association, setting forth whether the assessments on a specified Parcel have been paid or the amount due thereon at any given time. Any such certification, when properly executed by an officer of the Association as to the status of or amounts of the assessments on a parcel, shall be binding upon the Association as of the date of the issuance of such certificates.
- H. Any such assessment not paid within thirty (30) days after the due date, shall bear interest at a rate of eighteen percent (18%) per annum. The Association may bring an action at law against any owner personally obligated to pay the same or may foreclose such lien by the commencement of a civil action. No parcel owner may waive or otherwise avoid or escape liability for the assessment provided for herein by non-use of the Association Property or abandonment of such owner's parcel.
- I. The lien of the assessments provided for herein shall be subordinated to the lien of any first mortgage. Any conveyance, whether voluntarily, or involuntarily, or by operation of law, shall not affect the lien of the assessments, provided, however, the sale, or transfer of any parcel pursuant to mortgage foreclosure or any judicial proceeding in lieu thereof,

shall extinguish the lien of such assessments as to any assessment or part thereof which became due prior to such sale or transfer. In any event, no sale or transfer will relieve any parcel owner from personal liability or from any assessments due prior to such sale or transfer.

- J. Any owner who shall not be current for any dues, assessments, fines or levys shall not be allowed to participate in discussion or vote in any regular or special called meeting.
5. Meetings of The Association. There shall be an annual meeting of the members of the Association.
6. Voting. Voting may be conducted at any annual or special called meeting. Any individual owner/owners of a lot shall be entitled to one vote per lot.
- A. Where a written vote is required by the protective covenants, by-laws, on matters of great significance, or by a majority of the Board, a lot owner may vote in person or by signed written proxy.
 - B. Where such a vote in writing is required, it is permissible to gather written votes of homeowners in a form/format as may be proposed by the Board. That form may include an email vote, from an owner to the President or Secretary, where such email address of the voting owner is on record with the Secretary of the Association.
 - C. Advance written votes may be collected up to seven (7) days in advance of the scheduled meeting or such greater time as the Board may allow and shall count toward the total vote count required.
 - D. The method and process of electronic or proxy voting may be proposed by the Board and amended in the By-laws from time to time as technological advancements dictate so as to encourage and promote the ease of participation by the entire membership of the Association.
 - E. Notice of membership meetings for any purposes may be provided by email for any lot owner(s) having an email address on record with the Association Secretary or President. It shall be the responsibility of the lot owner(s) to provide the Association with a valid email address for purposes of communication. Otherwise notice may be tendered by hand delivery to the lot owners' residence, or by first class or certified mail addressed to the lot owner's property.
 - F. Unless otherwise provided for herein or in the By-Laws, Hand delivery notice and Mailed notice is deemed effective when hand delivered or mailed a minimum of ten (10) business days prior to a scheduled meeting.
 - G. Notice of any meeting is waived by appearance at the scheduled meeting and can otherwise also be waived in writing.

B. EXCLUSIVE RESIDENTIAL USE

- 1. Residential Use. The property shall be used for single family residential purposes only and no other use shall be permitted.

A. The property shall not be used for business or commercial purposes. However, the use of any portion of a residence as a home office by an owner shall not be considered a violation of this covenant if such use does not create regular customer or client traffic. Outside employees, and independent contractors, shall not be permitted in the home for the operation of a home office.

B. The property shall not be used for any of the following uses:

1. Temporary Rental
2. Short-term rental
3. Long-term rental
4. Leases of any length of time
5. Location changes for rental purposes
6. Location rental for any length of time
7. Rent to own or Lease to Purchase
8. Airbnb and B&B/VRBO (or similar)
9. For any use other than one single family unit

2. Sole Exception. As of the effective date of the adoption of his Amendment, there shall be a sole exception to the above restrictions of paragraph (1)(B)(4) only as to any unit/lot which is currently subject to a valid rental/lease contract. Such lease term shall be deemed to have ended when the current lease expires. Any existing lease shall not be renewable.

3. Financial Hardship. Any homeowner, who shall be experiencing an extreme financial hardship must petition the Board of Directors in writing for an exception to paragraph "1(B)(1-9) above. Such exception may be for a period of time not to exceed twelve months and such homeowner shall comply with the decision made by the board of directors as in their sole judgment shall determine and which shall be final and binding upon the lot owner.

4. Notice. Upon determination that a lot is being rented or occupied in violation of this restriction, the Association shall issue a written notice to the Owner(s) of record, detailing the violation and providing a period of ten (10) days to cease the prohibited activity.

5. Fines. If the violation is not remedied within the specified period, the Association may impose fines of up to \$100 per day for each day the violation persists, subject to applicable state law limitations. Fines shall constitute a lien against the property until paid in full.

6. Injunctive Relief. For any violation of the aforesaid restrictions, in addition to any relief or remedy for violation of Protective Covenants of Meadowridge Subdivision, it is agreed that monetary relief may be inadequate and the Association shall be entitled to immediate injunctive relief. For Violation of such Covenants, and in addition to any remedies available through the covenant, the Association shall be entitled to reimbursement for attorney fees, cost and expenses and all other monetary damages incurred in seeking enforcement of the Protective Covenants and in pursuit of injunctive relief including any incidental and consequential damages for each month any homeowner shall be in willful violation of this covenant.

C. LAND USE AND IMPROVEMENTS

1. No more than one residence shall be constructed, or re-constructed, on any one lot in said subdivision and any residence so constructed shall be a one family dwelling.
2. No dwelling shall be erected in Meadowridge 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.
3. No structure of a permanent or temporary character, including a trailer, basement, tent, shack, garage, barn or other outbuildings shall be constructed, erected, installed or used on any lot at any time as a residence or for storage either temporarily or permanently. "Sport Patios" (and similar settings) are not permitted unless the Architecture Control Committee ("The Committee") approves a lighting plan and a use plan. Placement of ADU's (accessory dwelling units) are expressly prohibited. Pods, or other portable storage units may be placed on the concrete surfaces of the property for a period not exceeding 30 days while the owner is in the process of moving in/out of a dwelling or performing remodeling.
4. 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, wire or metal fences shall be permitted, that show from front of the house.
5. No chimneys may be cantilevered on side or front of house.
6. 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.
7. No animals will be allowed except for dogs, cats, and pet birds limited to a per lot aggregate of four and no breeding of any animals for commercial purposes shall be permitted. All dogs and cats must be kept to the confines of their own property or kept on a leash when walked. It is the responsibility of the pet owner to remove any defecation caused by their animal while walking through the subdivision. Any animal which becomes a hazard or nuisance to other property owners must be properly confined or removed from the property when notified in writing by the Committee. The Committee's determination, in their sole discretion, that a "pet" constitutes a danger, or has been or becomes a hazard or nuisance to other property owners shall be final.
8. No extra driveway may be poured in front for purpose of parking a motor home, travel

home or camper, unless approved by the Architectural Control Committee. Driveways shall be poured concrete. Resurfacing of driveways shall be by either concrete or concrete coated. No asphalt material shall be approved.

9. Devices designed for over-the-air reception of television broadcast signals, TVBS, MMDS or DBS, and multichannel multipoint distribution service of direct broadcast SATELLITE services through satellite dishes, 18 inches or less may be installed, used and/or maintained. No exterior radio or television antennas shall be permitted. The placement of said devices shall be approved by the Architectural Control Committee of The Association. Said devices shall be attached or fixed to the rear or the side of the residence, where the device will not be readily visible from any street and/or shall be appropriately landscaped to conform with a landscape design approved by the Architectural Control Committee.

10. No artificial or man-made device which is designed or used for collection of or heating by solar energy or other similar purposes shall be placed, allowed or maintained upon any residence of the Meadowridge development without the review of the proposed installation by the Architectural Control Committee, and the subsequent written consent of the Architectural Control Committee. It is intended that all solar collection devices and related appurtenances and equipment shall be roof-mounted so that the top surface is flush with the roof surface and constructed so as to appear as an integrated part of the building architecture.

11. While it will be the intent of the Covenants to preserve all mature growth trees within the community it shall be within the sound discretion of the homeowner to prune or remove any tree within the parameters of their individual property as their discretion might dictate and which poses a threat of injury to person damage property. No permission from the Architectural Review Committee shall be necessary or required to prune or remove any dead, diseased or dying tree for the protection of person or property.

12. Accumulation of Refuse: No lumber, metals, bulk materials (except lumber, metals, bulk materials as is usual in the maintenance of a private residence and which must be stored in such a manner so that it cannot be seen from adjacent and surrounding property), refuse or trash shall be kept, stored, or allowed to accumulate on any Parcel, except building materials during the course of construction or renovation of any approved Structure. If trash or other refuse is to be disposed of by being picked up and carried away on a regular and recurring basis, containers may be placed in the open, on any day that a pick-up is to be made, at such place on the Parcel so as to provide access to persons making such pick-up. At all other times such containers shall be stored in such a manner so that they cannot be seen from adjacent and surrounding property as well as from the street. For any renovation which requires the presence of a large or roll-back dumpster, the presence of such dumpster shall not exceed ninety (90) days without permission for the Architectural Review Committee. The dumpster shall not be unsightly in appearance or placement on the property and shall be maintained such that no foul odors shall be allowed to escape. Such receptacles shall not be used for the dumping of domestic rubbish or garbage.

13. 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.

D. ARCHITECTURAL CONTROL COMMITTEE AND PLAN APPROVAL

1. The Architectural Control Committee ("The Committee" or "ACC") shall be composed three elected persons from Meadowridge Subdivision.
2. The members of the Architectural Control Committee (ACC) shall be determined as follows:
 - A. The ACC shall consist of three to five members all of whom must be homeowners in good standing within the Association.
 - B. The ACC shall be composed of members approved by a majority vote of the Members of the Association from candidates nominated by the Board of Directors. The Board will solicit nominees and make a recommendation to the Members to vote upon. The Board shall consider factors such as experience, commitment to community standards, and availability when making nominations.
 - C. The Board shall designate one member of the ACC as its Chairman who shall be the presiding officer at all meetings of the ACC.
 - D. Each member of the ACC shall serve for a term of three years and shall continue in office until his or her successor has been appointed in accordance with this clause. The Board may vary the lengths of the initial appointments to the ACC in order to stagger the terms of the ACC members. A member of the ACC shall be eligible to be appointed for multiple consecutive or nonconsecutive terms, at the discretion of the Board.
 - E. The Board of Directors may remove any member of the ACC for any reason. The Board may also appoint one or more directors as alternate members of the ACC to replace any absent or disqualified member during the member's absence or disqualification.
3. Neither the members of the Committee nor its designated representative shall be entitled to any compensation for services performed pursuant to this covenant.
4. The ACC shall meet as necessary upon call of the chairman and all such meetings shall be held at such places as may be designated by the chairman and may be held in a digital format such as by audio or video call. A majority of the total number of members of the ACC shall constitute a quorum for the transaction of business. The affirmative vote of a majority of those

present at a meeting of the ACC shall constitute the action of the ACC on any matter which comes before it.

5. The ACC may be allowed to conduct business and cast votes by email. The chairman shall notify all members of the ACC by email of any matter requiring a vote. The notification shall include the proposed resolution, the deadline for casting votes, and any other relevant information. For an email vote to be valid, all members of the ACC must cast their vote; a majority of votes is required for the resolution to pass. Each vote must be sent to all members of the ACC.

6. The ACC shall keep a written record of all decisions, votes, and actions.

7. No building or addition to any existing 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.

8. 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 an Architectural Committee Member.

9. 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.

10. 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.

11. Homeowners shall have the right to appeal any decision of the Architectural Control Committee regarding approval, denial, or conditions imposed on applications for architectural or landscaping changes submitted pursuant to this Declaration. The homeowner may initiate an appeal by submitting a written notice of appeal to the Board of Directors of the Association within 30 days after the date of the written notice of the ACC's decision. The notice of appeal shall identify the decision being appealed and the specific reasons for the appeal.

12. Upon receiving a notice of appeal, the Board of Directors shall schedule and hold an

appeal hearing within 30 days. The homeowner shall have the right to attend the hearing and present information and arguments in support of the appeal. The ACC may also make a presentation. The Board of Directors shall consider the presentations by the homeowner and ACC and shall make a decision on the appeal within 14 days after the hearing. The Board may affirm, reverse, or modify the decision of the ACC. The Board's decision shall be final and binding on all parties. The Board of Directors shall provide prompt written notice to the homeowner and ACC of its decision on the appeal, including an explanation of the basis for the decision.

13. The homeowner and ACC must comply with the final decision on the appeal. Failure to do so may result in fines, suspension of privileges, or legal action. An owner may seek judicial review of the ACC's decision by filing suit within 90 days of receiving the written decision. The court shall uphold the ACC's decision unless it is arbitrary, capricious or lacks substantial supporting evidence.

14. No member of the Committee shall be liable to any lot owner in The Association (or any officer or director of same) as a result of such Committee member's exercise of his authority and discretion as a Committee member.

E. GENERAL REQUIREMENTS

1. It shall be the responsibility of each lot owner to prevent the development or occurrence of any unclean, unsightly or unkempt 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.

3. Outside air conditioning units may not be located in the front yard. No window units showing to the fronts and sides of houses may be used.

4. All basketball goals shall be attached to a goal post and no goals shall be attached to the dwelling. Any basketball goal shall be maintained in good order and repair at all times.

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 quality construction. Basic contractor grade and unpainted "mill grade" aluminum shall be prohibited. Appropriate window treatments shall be used on all windows. Burglar bars on doors or windows shall not be permitted.

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. Roofing shall be of asphalt shingles or slate. Standing edge aluminum or "barn" style aluminum shall be prohibited for roofing purposes.

8. Garage doors shall not be permitted on the front of houses. Electric automatic garage doors are authorized for use on all residences.

9. All mailbox enclosures and mailboxes shall be in a style and design to blend harmoniously with the other mail boxes in the subdivision and constructed of brick or brick veneer with a square or rectangular base (approximately 2 feet by 2 feet). In no case shall mailbox enclosures be of a wooden, metal or plastic material.

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. All siding shall be less than 10" in width. Siding and trim paint shall be natural earth tones which should not include any wood stains of any type. Exceptions must be submitted to the Architectural Committee for approval. Exterior painting of brick shall be permitted subject to the approval of the Architectural Control Committee.

13. No boat, boat trailer, personal watercraft, ATV/UTV, golf cart, motorcycle, house trailer, trailer, motor home or any similar items shall be stored in the open on any parcel for any period of time unless said items can be stored from full view of all surrounding parcels. Inoperable vehicles shall not be stored on the driveways or in the open on any parcel. Mechanical repairs to vehicles or other shall not be performed on driveways or in the open on any parcel.

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 receptacle of any kind can be used for storage of waste and only septic tanks and sewage disposal systems approved by the Shelby 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.

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. Clothing Lines: No clothing, towels, bedding or any other household fabrics shall be hung in the open on any Parcel.

23. Machinery: No machinery shall be placed or operated upon any parcel except such machinery as is usual in maintenance of a private residence.

24. **Pipes:** To the extent of the interest of the owners of a parcel, no water pipe, gas pipe, sewer pipe or drainage pipe shall be installed or maintained on any parcel above the surface of the ground, except hoses and movable pipes used for irrigation purposes.

25. **Parking:** No habitual parking will be permitted on the streets by residents or their guests. "Habitual" parking, whether during the day or night, will be that as defined within the sound discretion of the Committee which shall be final and binding. Parking shall be allowed only on concrete surfaces of any lot. No vehicle, equipment, boat, boat trailer, personal watercraft, ATV/UTV, golf cart, motorcycle, house trailer, trailer, motor home or any similar items may be parked on the yard, grass or dirt of any lot.

26. No obnoxious, offensive, or illegal activity shall be carried on upon any lot within the subdivision, nor shall anything be done on any lot which may become an annoyance or nuisance to the other lot owners.

27. 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.

28. Any person purchasing a lot or lots in the referenced subdivision shall abide by the protective covenants in accordance with the architectural standards established by the Architectural Control Committee.

29. To the extent the Architectural Control Committee becomes aware of or receives a written complaint regarding such violation, the Committee will be authorized to issue a Notice of Violation requesting that the homeowner come into compliance within 10 days and accordance with the provision of these Covenants or the By-Laws.

30. 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.

31. 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.

32. 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 with the express approval of the Architectural Control Committee.

F. LEVY OF FINES FOR VIOLATIONS OF THE DECLARATIONS, COVENANTS AND THE BYLAWS

1. The Board of Directors may levy a fine against an Owner, not to exceed Three Hundred Dollars (\$300.00) for each separate violation by the Owner, or his or her family member, tenants, guests, visitors, or invitees. A fine may be levied after ten (10) days from the original violation notification date with a single notice, except that no such fine shall exceed Two Thousand Five Hundred Dollars (\$2500.00) in the aggregate. Written notice of the nature of the violation given by either United States Mail or personal delivery shall be given prior to the levy of the initial fine. No written notice shall be necessary for the levy of a separate fine for a repeated or continued violation if substantially similar to the initial violation for which the notice was provided. The Board of Directors shall have the authority to adopt rules, regulations and policies to fully implement its fining authority.

The Board acknowledges the following home maintenance violation fines for failure to adhere to the covenants and bylaws:

1 st violation	\$ 50.00
2 nd violation	\$150.00
3 rd violation	\$300.00

Or the board may in its sole discretion levy a fine equal to the cost of correction for such violation.

The party against whom the fines may be levied shall have an opportunity to respond, to present evidence, and to provide written argument on all issues involved to the Board.

2. Liens against Owners.

The Board of Directors (Officers) shall place a lien on a parcel if the Owner fails to:

- (a) Pay the annual dues.
- (b) Pay any special assessments that has been given to every Owner: or

(c) Accumulated over Twenty-five Hundred Dollars (\$2,500.00) in levied fines.

Each such assessment or fine with interest, costs, and reasonable attorney's fees shall also be the personal obligation of the person who was the Owner of said property at the time when the assessment was given. Interest shall accrue at 18% per annum on dues assessments or and fines unless amended by the Board from time to time.

Liens shall be recorded in the Office of the Judge of Probate of Shelby County, Alabama.

The Owner of the property shall be responsible for all dues, fines and assessments regardless of occupancy.

G. ENFORCEMENT

1. In the event of a violation or breach of any portion of this Declaration of Protective Covenants, or the By-laws, or any amendments to either, by any Owner, or family or agent of such Owner; the Owner(s) of parcel(s), the Association in its own name or in the name of any authorized Officer or Director, or any party to whose benefit this Declaration of Protective Covenants and the By-Laws inure shall have the right to proceed at law or in equity to compel compliance with the terms and conditions thereof, to prevent such violation or breach, to sue for and recover damages or other dues, or take all such courses of actions at the same time, or such other legal remedy it may deem appropriate. No delay or failure on the part of any aggrieved party to initiate an available remedy set forth herein shall be held to be a waiver of that party or an estoppel of that party or of any other party to assert any right available to him upon recurrence or continuation of said violation or the occurrence of a different violation.

2. Damages shall not be deemed adequate compensation for any breach or violation of any provision hereof, but any person or entity entitled to enforce any provision hereof shall be entitled specifically to relief by way of injunction as well as any other available relief either at law or in equity.

3. Any party to a proceeding who succeeds in enforcing this Declaration of Protective Covenants or enjoining its violation against a Parcel Owner may be awarded a reasonable attorney's fee, costs and expenses against such Parcel Owner.

H. AMENDMENT

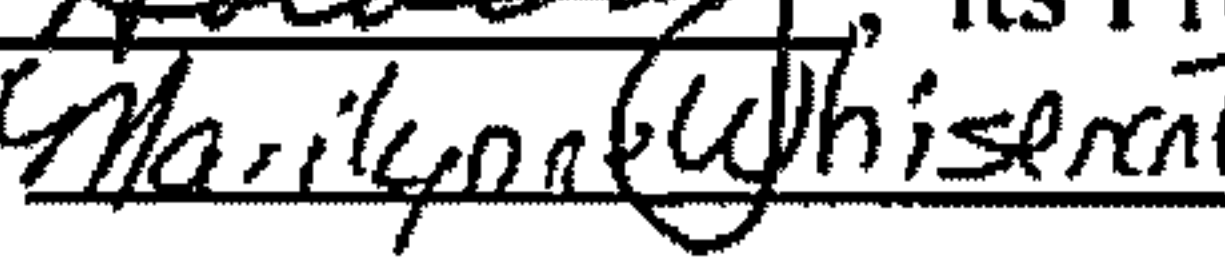
1. Amendment Authority. This Declaration may be amended upon the approval of at least sixty- seven percent (67%) of the total eligible Association membership vote.

2. Amendment Proposals. Amendments to this Declaration may be proposed by either the Board of Directors or by a petition signed by at least fifteen members of the Association.

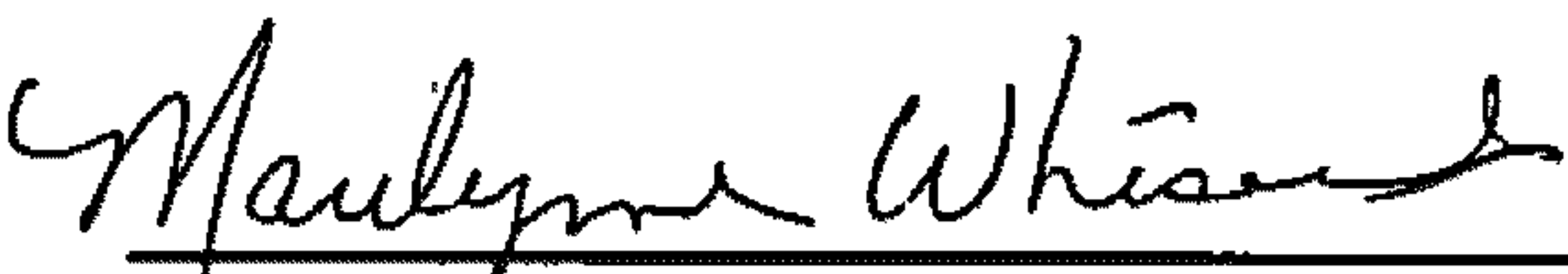
3. Notice of Proposed Amendment. The Board shall provide written notice of any proposed amendment to all owners at least thirty (30) days prior to the meeting at which the amendment will be considered. The notice shall include the text of the proposed amendment, the purpose and reason for the amendment, and the date, time, and location of the meeting.

4. Recording of Amendment. Upon approval, the amendment shall be recorded in the public records of Shelby County, Alabama, and shall become effective on the date of recording. A copy of the recorded amendment shall be provided to all owners.

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

IN WITNESS WHEREOF, the said Meadowridge Homeowners Association, Inc. has hereunto set its signature by , its President, who is duly authorized, and has caused the same to be attested by  its Secretary on this the 1st day of May, 2025.

ATTEST:


Secretary

Meadowridge Homeowners
Association, Inc.


President

STATE OF ALABAMA)

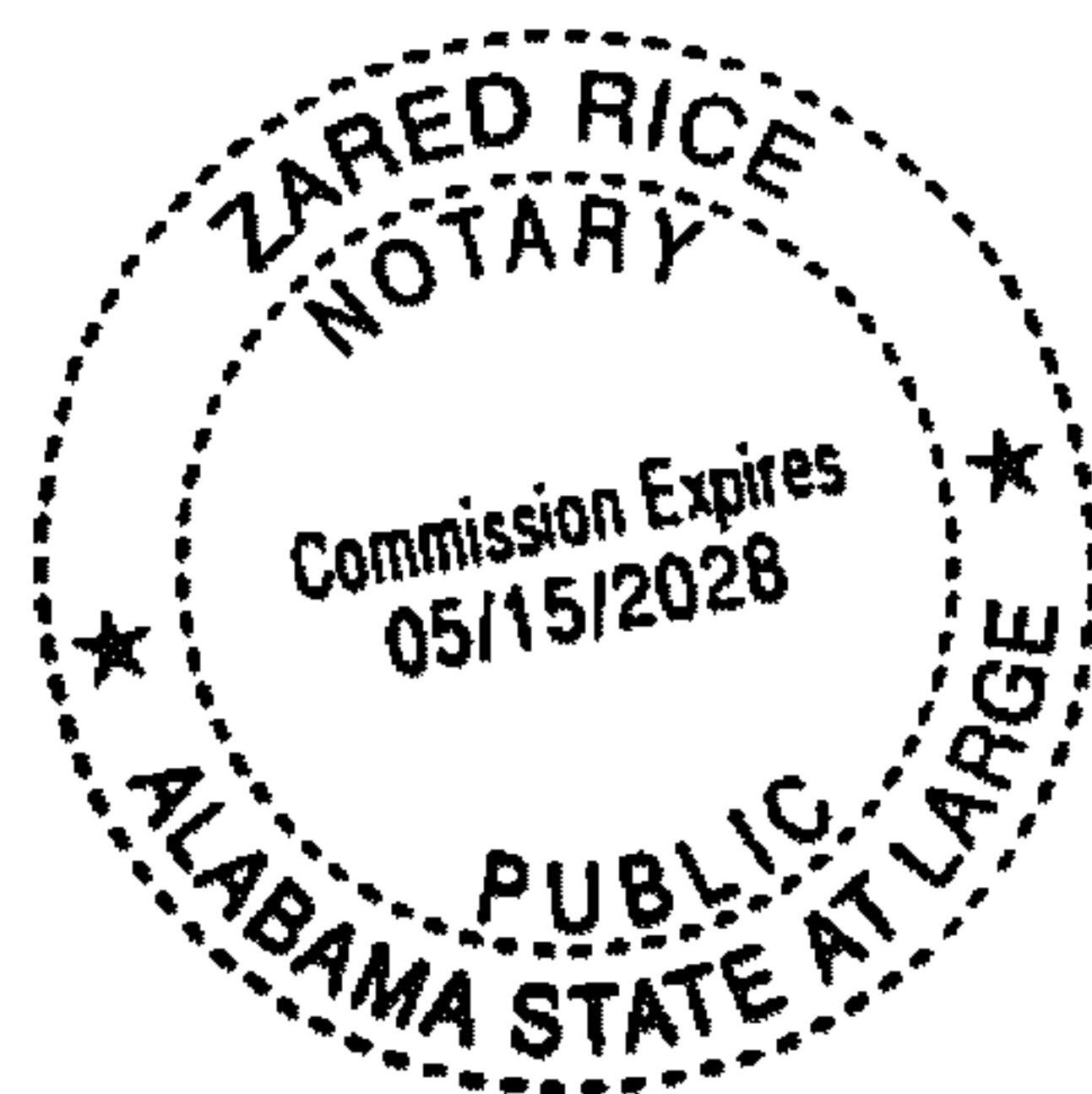
COUNTY OF SHELBY)

I, the undersigned, a Notary Public in and for said County in said State hereby certify that

Elsa R. Holaday, whose name as President of Meadowridge Homeowners Association, 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

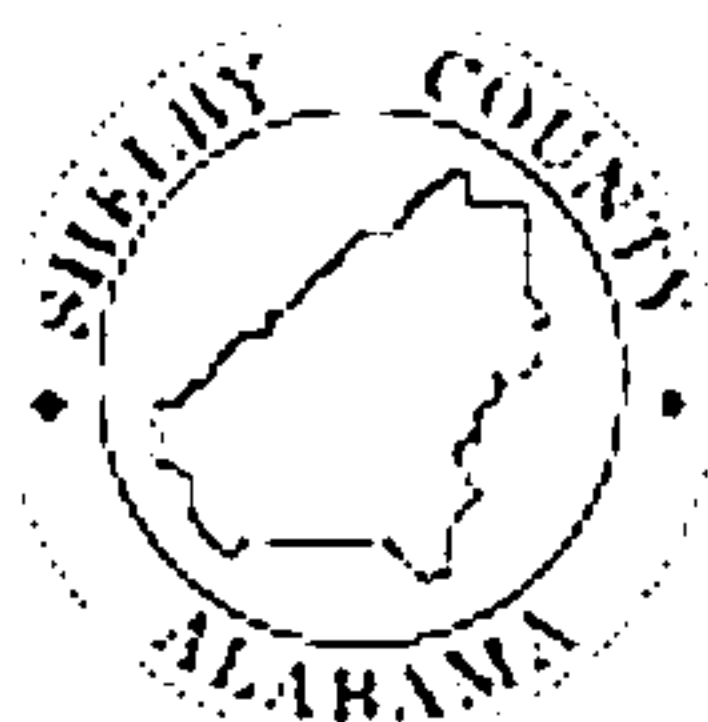
Given under by hand and official seal, this the 1st day of May, 2025.

(SEAL)



Zared R.
Notary Public
Commission Expires: 5/15/28

Document prepared by:
Meredith W. Hall
Leitman, Siegal & Payne, P.C.
1927 1st Avenue North, Suite 101
Birmingham, AL 35203
(205) 251-5900



Filed and Recorded
Official Public Records
Judge of Probate, Shelby County Alabama, County
Clerk
Shelby County, AL
05/05/2025 12:00:49 PM
\$72.00 JOANN
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Allen S. Bayl