

STATE OF ALABAMA)
COUNTY OF SHELBY)

Final
10/10/00

DECLARATION OF RESTRICTIVE COVENANTS FOR
MEADOW LAKE FARMS

KNOW ALL MEN BY THESE PRESENTS: That:

WHEREAS, Meadow Lake Farms, LLC, ("the Developer") has heretofore acquired fee simple title to certain real property situated in Shelby County, Alabama and has subdivided such property (the Subdivision) into twelve (12) Tracts (herein "Tracts") as described in map and survey of Meadow Lake Farms recorded in Map Book 27, Page 101 in the Probate Office at Shelby County, Alabama (herein the "Record Map" or the "Property"). A map of the Property is attached hereto as Exhibit A (the "Map").

WHEREAS, the Developer desires to develop a residential estate subdivision to be known as Meadow Lake Farms and in doing so to subject the Property to the restrictions and covenants set forth in this Declaration of Restrictive Covenants for Meadow Lake Farms (herein "the Declaration") and

WHEREAS, the Developer desires to subject each Tract Owner and Tract as herein defined to membership in the Meadow Lake Farms Homeowners Association, Inc. (the "Association").

NOW THEREFORE, the Developer does, upon recording hereof, declare and make the Property and each of the Tracts now or hereafter included in the subdivision of the Property subject to the covenants, conditions, restrictions, uses, easements, limitations and affirmative obligations set forth in this

Declaration, all of which are declared to be in furtherance of a plan for the improvement of the Property in a desirable and uniform manner, and all of which shall run with the land and shall be binding on all persons, firms or corporations having or acquiring any right, title or interest in the Property, the Tracts, or any part(s) thereof, and shall be for the benefit of each such Owner of Property or interest therein, and shall inure to the benefit of and be binding of an be binding upon each successor in interest to the Owners thereof.

ARTICLE I

DEFINITIONS

For the purposes of this instrument, the following capitalized terms shall have the following meanings:

(a) Tract, means any Tract within Meadow Lake Farms family residential subdivision as depicted in Map Book 27, Page 101 in the Office of the Judge of Probate of Shelby County, Alabama (the "Subdivision") or as depicted on survey and plat of the Property, and any parcel of land resulting from a future subdivision of any Tract.

(b) Primary Dwelling, means a single family residential dwelling.

(c) Outbuilding, means a barn, stable, workshop, storage building, boathouse, pier, gazebos or other structure which is not intended for permanent occupancy by human beings.

(d) Structure, means a Primary Dwelling or Outbuilding.

(e) Owner or Tract Owner, means in the aggregate, all of the Owners in the aggregate of fee simple interests in and to any Tract and individually, the owner of a Tract. Notwithstanding

multiple ownership of any Tract, for the purposes of this instrument, no Tract shall be afforded more than one vote for any matters contained in this Declaration. If a Tract is owned by more than one person or by an entity (other than a natural person), the Owner (or other natural person, if the Owner is an entity other than a natural person) entitled to cast the vote appurtenant to said Tract shall be designated by the Owners of a majority interest in the Tract. A voting member must be designated as the person entitled to cast the vote for all such owners of that Tract by a statement filed with the Association, in writing, signed under oath by the Owners of a majority interest in the Tract. The designation may be revoked and a substitute voting member designated at any time at least five (5) days prior to any meeting. If a designation of a voting member is not filed at least five (5) days prior to any meeting, no vote shall be cast at such a meeting by or for said Tract Owner(s).

(f) Mortgagee, means the holder of any mortgage encumbering any Tract within the Property.

(h) Service Providers, means all providers of services for the maintenance, protection and benefit of the Tracts and Tract Owners including, but not limited to, fire departments, law enforcement agencies, utility providers, postal service, garbage collectors and any other provider of service which would benefit the Tracts or Tract Owners.

(i) Lake, means the Lake as shown on the Map. This term is not intended to include the lake which is exclusively on Tract 3.

(j) Utility Companies, means all entities providing utility services to the Property including, but not limited to power, water, gas, telephone and cable television.

ARTICLE II

Land Use

The Property will be used for residential or agricultural purposes only and not for any business or trade. Home offices are allowed, however, such allowance is intended only to allow individual work at a structure located on a Tract, but not the conduct of business with the presence of the general public at the Property.

ARTICLE III

Building Requirements

- (a) **MINIMUM STRUCTURE SIZE OF PRIMARY DWELLING.** No Tract shall contain more than one Primary Dwelling and no Primary Dwelling shall be erected on any Tract if such dwelling contains less than 2200 square feet of living space, for a single story dwelling, and not less than 2600 square feet of living space for a 1½ story or 2 story dwelling, with no less than 2000 square feet on the main level. Living Space is defined as heated and finished areas and does not include porches, garages, basements, carports or attics.
- (b) **EXTERIOR MATERIAL.** No Primary Dwelling or Outbuilding as hereinafter allowed shall use the following materials which shall be visible on the exterior of any such building: (a) concrete block; or (b) stucco over concrete block.
- (c) **DRIVEWAYS.** All driveways servicing any Tract shall be gravel or asphalt.
- (d) **BUILDING LOCATION.** No Structures, other than fences, shall be located any closer than 200 feet from any Road nor shall any Structure other than fences be located any closer than 100 feet

from any non-Road Tract line. No Primary Dwelling on Tracts 9, 11 or 12 shall be located any closer than 150 feet from the high waterline of the Lake, unless specifically approved by the ARC. No Primary Dwelling on Tracts 6, 7 or 8 shall be located any closer than 100 feet from the high waterline of the Lake, unless specifically approved by the ARC.

(e) **FENCING.** The ARC shall have the right to approve any proposed fencing. Only wooden fencing or fencing approved by the Architectural Review Committee will be allowed. Certain types of wire or vinyl fencing will be allowed if not easily visible from the Roads or the Lake.

(f) **TEMPORARY STRUCTURES AND OUTBUILDINGS.** No mobile homes or temporary dwellings shall be built and used for residential purposes. Guest houses and other Outbuildings shall, subject to the approval of the Architectural Review Committee be allowed.

(g) **DESIGN CRITERIA.** The objective of the Architectural Review Committee hereinafter established is to provide for the quality development of all of the Tracts within the Subdivision.

(h). **SEPTIC TANKS.** All septic tanks must be of an improved type, such tanks together with adequate field lines must be approved and completely acceptable to the Shelby County Health Department. No septic tank or field line shall be constructed within 20 feet of an adjoining Tract or property line. No sewer or drainage lines shall be constructed or laid which shall empty on or become a nuisance to an adjoining Tract, property line, Road or the Lake.

(i) **WINDOWS.** Only wooden or metal clad windows are permitted on any side of a Structure facing the Lake. Otherwise wooden, metal

clad or vinyl windows may be used on Structures.

(j) **THE ROOF.** Pitch on any Structure shall not be less than 8 and 12 unless first approved in writing by the Architectural Review Committee.

(k) **ALL** Primary Dwellings will have brick, stone or dryvit type product on all four sides of the foundation, no exposed block. All Structures are to be of traditional styling and approved in writing by the Architectural Review Committee.

(l) **NO CANTILEVERED CHIMNEY SHALL BE ALLOWED ON THE FRONT OR SIDES OF ANY STRUCTURE.** All chimney chases on the front and side shall be supported by the foundation of the Structure and shall be constructed of the same material as used in the foundation. Cantilevered chimney chases may be allowed on the rear by specific approval of the Architectural Review Committee. Bay windows on the front or side of the Primary Dwelling must have a bottom return.

(m) **GARAGES.** Garage doors shall not be permitted on the front of Primary Dwellings. In cases where it is unavoidable due to terrain, the garage interior shall be of sheetrock and painted, unless located on the side or rear of the Primary Dwelling.

(n) **CONSTRUCTION OF IMPROVEMENTS.** When the construction of any Structure is once begun, work thereon must be prosecuted diligently and continuously and must be completed as soon as is reasonably possible.

(o) All roof vents and pipes shall be painted as near the color of the roof as possible.

(p) Tract Owners will be responsible for any pavement damage to Roads owned by the Association during any construction of

Structures or other improvements or repairs on Tract Owners Tract.

ARTICLE IV

ARCHITECTURAL REVIEW COMMITTEE

(a) **APPROVAL OF ARCHITECTURAL REVIEW COMMITTEE.** No Structure, building, or fence shall be commenced, erected, placed, moved onto or permitted to remain on any Tract, nor shall any existing Structure upon any Tract within the Property be altered in any way which materially changes the exterior appearance thereof until same is submitted to and approved by the Architectural Review Committee (herein "the Architectural Review Committee", "the ARC" or the Committee"). The ARC will be provided with such plans and specifications which will be in a form and shall contain such information, as may be required by the Architectural Review Committee and shall include but no necessarily be limited to:

1. a site plan of the Tract showing the location, height, and exterior design (including a summary of all proposed materials together with samples of exterior materials and paint colors) of all Structures and improvements proposed to be constructed on the Tract; paint colors preferably should be earth tone. Bright colors are discouraged and will be denied;

2. A grading, and drainage plan for the Tract; and

3. Any remodeling, reconstruction, alterations or additions to an existing Structure shall require the written approval of the Architectural Review Committee.

(b) **COMPOSITION OF THE COMMITTEE.** The Architectural Review

Committee (the "Committee"), until termination or modified pursuant to Article IV, Paragraph (j) as hereinafter set out shall be composed of Randall H. Goggans until such time as the Developer has sold all of the Tracts within the Property. The Developer may elect to substitute Randall H. Goggans with two (2) Tract Owners prior to selling all the Tracts. At such time as the Developer has sold all of the Tracts, the Committee shall be comprised of three (3) individuals who are Tract Owners who are elected by a majority of the fee simple Owners of the Tracts within the Property and at such time, the affirmative vote of a majority of the members of the Committee shall be required in order to issue any permit and authorization set forth herein.

(c) **EVIDENCE OF APPROVAL.** The approval of the ARC shall be evidenced by written permit executed by one or more of the members of the ARC and counter-signed by the applicant therefor. The written permit shall be executed in duplicate with one copy to be retained by the applicant.

(d) **BASIS FOR DISAPPROVAL OF PLANS:**

1. The scope of review by the Committee shall be limited to appearance and improvement location only. The purpose of the Committee is to promote quality development on the Tracts and not necessarily to impose requirements concerning the type of Structure or the design of such Structures on the Tracts. **THE ARC DOES NOT ASSUME OR ACCEPT BY THE FILING HEREOF ANY RESPONSIBILITY OR AUTHORITY TO REVIEW FOR STRUCTURAL SOUNDNESS, COMPLIANCE WITH BUILDING OR ZONING CODES OR STANDARDS, OR ANY OTHER FACTORS.**

2. The ARC Committee shall have the right to disapprove any

plans and specifications submitted for approval for any of the following reasons:

- (A) failure of such plans and specifications to comply with the covenants and restrictions herein set forth;
- (B) failure to include information in such plans and specifications as may have been reasonably requested by the ARC;
- (C) reasonable objection to the exterior design, appearance or materials proposed to be used in any proposed Structure;
- (D) incompatibility of use of any proposed Structure or improvement with existing Structures or uses upon other Tracts in the Property;
- (E) reasonable objection to the site plan, clearing plan or drainage plan;
- (F) failure of plans to take into consideration the particular topography, vegetative characteristics, and natural environs of the Tract; and
- (G) any other matter which, in the judgment of the Committee, would render the proposed Structure, improvement, or uses inharmonious with the general plan of improvement of the Property or with Structures, improvements, or uses located upon Tracts in the Property.

3. In any case where the ARC shall disapprove any plans and specifications submitted hereunder, or shall approve the same only as modified or upon specified conditions, the disapproval shall be accompanied by a statement of the grounds upon which such actions were based. If no response is made by the ARC within a thirty (30) day period after submission of such plans and specifications, it shall be deemed that such plans and specifications are approved. In any such case the ARC shall, if requested, make reasonable efforts to assist and advise the applicant in order that an acceptable proposal can be prepared and submitted for approval.

(e) **RETENTION OF COPY OF PLANS.** Upon approval by the ARC of any plans and specifications, as approved, shall be deposited for permanent record with the ARC, and a copy of such plans and specifications bearing such approval, in writing, shall be returned to the applicant submitting the same.

(f) **FAILURE TO OBTAIN APPROVAL.** If any Structure or improvement shall be altered, erected, placed or maintained upon any Tract, or any new Structure or improvement commenced on any Tract other than in accordance with plans and specifications approved by the ARC pursuant to the provisions of this Article IV, such alteration, erection, maintenance or use shall be deemed to have been undertaken in violation of this covenant, and without the approval required herein, upon written notice from the ARC, any such Structure or improvement as altered, erected, placed or maintained shall be corrected as to extinguish such violation. If fifteen (15) days after the notice of such violation the Owner of the Tract upon which such violation exists shall not have taken reasonable steps toward the removal or correction of the same, the Committee shall have the right, through its agents and employees, to enter upon such Tract and to take such steps as may be necessary to extinguish the violation and the cost thereof shall be a binding, personal obligation of such Owner as well as a lien (enforceable in the same manner as a mortgage) upon the Tract in question. The lien provided in this paragraph shall not be valid as against a bona fide purchaser (or bona fide mortgagee) of the Tract in question unless a suit to enforce said lien (together with notice of Lis Pendens) shall have been filed in a court of record in Shelby County prior to the recordation

among the Land Records of Shelby County of the deed (or mortgage) conveying the Tract in question to such purchaser (or subjecting the same to such mortgage).

(g) **CERTIFICATE OF COMPLIANCE.** Upon completion of the construction or alteration of any Structure or improvement in accordance with the plans and specifications approved by the ARC, the ARC shall, upon written request of the Owner thereof, issue a certificate of compliance in form suitable for recordation, identifying such structure or improvement is placed, and stating that the plans and specifications, the location of such Structure or improvement and the use or uses to be conducted thereon have been approved and that such structure or improvement complies with the requirements of the ARC. Preparation and recording of such certificate shall be at the expense of such Owner. Any certificate of compliance issued in accordance with the provisions of this Article IV, Paragraph (g), shall be prima facie evidence of the facts therein stated, and as to any purchaser or encumbrance in good faith and for value, or as to any title insurer, such certificate shall be conclusive evidence that all Structures or improvements on the Tract and the use or uses described therein comply with all the requirements of this Article IV, and with all other requirements of this Article IV, and with all other requirements of the Declaration as to which the Committee exercises any discretionary or interpretive powers.

(h) **INSPECTION RIGHTS.** Any agent of the Developer or the ARC may at any reasonable time or times enter upon and inspect any Tract or any improvements thereon for the purpose of ascertaining whether the maintenance of such Tract and the maintenance,

construction, or alteration of structures and improvements thereon are in compliance with the provisions hereof; and neither the Developer nor the ARC nor any such agent shall be deemed to have committed a trespass or other wrongful act by reason of such entry or inspection.

(i) **WAIVER OF LIABILITY.** Neither the ARC nor any architect nor agent thereof, nor Owner, nor any partner, agent, or employee of any of the foregoing, shall be responsible in any way for (i) any failure of Structures or improvements to comply with requirements of this Declaration, although a certificate of compliance has been issued; (ii) any defect in any plans and specifications submitted, revised, or approved in accordance with the foregoing provisions; or (iii) any structural or other defects in any work done according to such plans and specifications, and all persons submitting any such plans and specifications, and all persons relying thereon, agree not to sue or claim against the entities and persons referred to in this Section for any cause arising out of the matters referred to in this Section and further agree to and do hereby release said entities and persons for any and every such cause.

(j) **DURATION.**

1. The rights of the Developer as to the Architectural Review Committee shall terminate upon the earlier of:

(A) the date that the Developer has sold the last Tract it owns within the Subdivision and Property; or

(B) the resignation or inability of Randall H. Goggans and the Developer to perform on the ARC.

2. After the Developer's involvement with the ARC has

ended, the Committee shall be comprised of at least three (3) people who are fee simple Tract owners and are designated by a majority vote of the fee simple Tract Owners.

3. Inactivity of the ARC shall not be deemed a waiver of the rights of the ARC.

ARTICLE V

ROADS

(a) There is one road entering the Property from County Highway 42 called Meadow Lake Road. There is a road in the property running easterly off Meadow Lake Road named Meadow Lake Circle. Both roads are private. Meadow Lake Road and Meadow Lake Circle are shown on the Map and may be referred to herein as the Roads or the Road.

1. Meadow Lake Road.

A. GRANTS, RESERVATIONS AND CONDITIONS RELATIVE TO THE MEADOW LAKE ROAD. Developer hereby establishes, reserves and grants, bargains, sells and conveys;

(i) A non exclusive, perpetual easement, sixty (60) feet in width, running with the land for vehicular and pedestrian ingress and egress and for utilities and drainage over, across, above and under (as necessary) Meadow Lake Road to all Tracts and the Owners thereof and their heirs, successors and assigns; and,

(ii) To the Service Providers and the Utility Companies, a non exclusive easement for ingress and egress along Meadow Lake Road for the purpose

of providing services and utilities to all Tracts;
and,

(iii) To the Association, in fee simple, Meadow Lake Road, subject to the easements and reservations contained in this Article V, Paragraph (a)(1)(A) (i) and (ii) above.

TO HAVE AND TO HOLD TO THE HEREIN ABOVE GRANTEES, THEIR HEIRS, SUCCESSORS AND ASSIGNS FOREVER.

B. **MAINTENANCE.** After the Developer Road Maintenance Period (as herein after defined) has expired, Meadow Lake Road and the gate thereon (the Gate) shall be maintained for normal maintenance in equal shares by the Owners of all Tracts through the Association.

2. **MEADOW LAKE CIRCLE.** Meadow Lake Circle extends Easterly from Meadow Lake Drive to the Northern boundary of Tract 12.

A. **GRANTS, RESERVATIONS AND CONDITIONS RELATIVE TO MEADOW LAKE CIRCLE.** Developer hereby establishes, reserves and grants, bargains, sells and conveys;

(i) A non exclusive, perpetual easement, thirty (30) feet in width, running with the land for vehicular and pedestrian ingress and egress and utilities and drainage, over, across, above and under (as necessary) Meadow Lake Circle to Tracts 5, 6, 10, 11 & 12 (and any further subdivided Tracts of Tracts 5,6,10,11 & 12) and the Owners thereof and their heirs, successors and assigns;

and

(ii) To the Service Providers and Utility Companies, a perpetual easement along Meadow Lake Circle for the purpose of providing utilities and services to Tracts 5, 6, 10, 11 & 12 (and any further subdivided Tracts of Tracts 5,6,10,11 & 12); and

(iii) To the Association, in fee simple, Meadow Lake Circle, subject to the easements and reservations contained in this Article V, Paragraph (a) (2) (A) (i) and (ii) above.

TO HAVE AND TO HOLD TO THE HEREIN ABOVE GRANTEES, THEIR HEIRS, SUCCESSORS AND ASSIGNS FOREVER.

B. MAINTENANCE. After the Developer Road Maintenance Period (as herein after defined) has expired, Meadow Lake Circle shall be equally maintained by the Owners of Tracts 5, 6, 10, 11 & 12 (and any further subdivided Tracts of Tracts 5,6,10,11 & 12) through the Association.

(b) **DEVELOPER ROAD MAINTENANCE PERIOD.** The Developer shall maintain Meadow Lake Road, Meadow Lake Circle in the condition that they exist on the date of recording of these covenants for a period ending September 15, 2001. After September 15, 2001, the Roads shall be maintained by the Tract Owners and the Association as set forth herein above.

(c) **INDIVIDUAL REPAIR.** Notwithstanding any of the provisions of this Article V relating to Road maintenance, any Owner of a Tract (their guests, contractors, agents or invitees)

that cause(s) extraordinary damage to a Road shall be responsible to immediately repair such damage. Such Owner shall be referred to herein as the Offending Owner. Any damage not repaired by the Offending Owner may be repaired by the Association or the other Owners to which such Road damage applies (after 10 days written notice to the Offending Owner) and the cost of such repair shall be charged to the Offending Owner which charge shall be subject to the provisions of Article VIII, Paragraph (o) of these covenants. The Roads are designed for light residential traffic and care must be taken during construction on the Tracts by the Owners not to damage the Roads.

ARTICLE VI

LAKE

(a) PRIVATE USE.

The lake as shown on the Map ("the Lake") is a private lake and shall only be used by and benefit Tracts 6, 7, 8, 9, 11 and 12 (the Lake Tracts). Tract 10 is not a Lake Tract. No Lake Tract Owner shall allow guests or invitees the use of the Lake unless such Owner is present at the time of such use. No guest may bring a boat to the Lake. The lake exclusively located on Tract 3 shall be for the exclusive use by the Owner of Tract 3 or such Owners successors and assigns. Neither the Association nor any Tract Owner other than an Owner of Tract 3 shall have any responsibility whatsoever with respect to the lake located on Tract 3.

(b) OWNERSHIP. It is expressly understood and by accepting a deed or mortgage to a Tract each such Tract Owner or Mortgagee recognize that the ownership of the Lake bed shall be as depicted on the Map of the Property, however, the Owners of the Lake

Tracts shall have the unrestricted use of the entire surface of the Lake for boating, swimming, and fishing.

(c) **RESTRICTIONS:**

1. **Boathouses.** Boathouses will be allowed only with the written approval of the ARC. The covered boat storage will not exceed 18 feet by 20 feet. Roof pitch shall be a minimum of 8 and 12. Roofs shall be architectural style asphalt shingle or cedar shake. The location and all materials used must be approved by the ARC.
2. **Lighting Around Lake.** No light fixtures over 100 watts shall be located within 75 feet of the Lake. No light fixtures with more than 600 total watts shall be located between the Lake and such 75 foot line. No mercury Vapor, Dusk to Dawn lights shall be allowed on piers or boathouses.
3. **Boats.** Only electric boat motors shall be used on the Lake. No internal combustion boat motors shall be used.
4. **Piers.** Piers will only be allowed in designated areas on each Tract. Only one (1) pier per Tract will be allowed. Any pier must be approved by ARC before construction begins.

(d) **MAINTENANCE**

1. The Developer shall maintain the Lake and shall stock the Lake with Bass and Bream and fertilize the Lake all in accordance with the recommendations of Southeastern Pond Management for a period ending

December 31, 2000 (the Developer Lake Maintenance Period).

2. After the Developer Lake Maintenance Period has expired, the care of the Lake shall be conducted by the Association with the Owners of Tracts on the Lake being equally responsible for all Lake maintenance costs. The cost of any liability or other insurance for the Lake shall be borne only by the Owners of Tracts adjoining the Lake.

ARTICLE VII

HUNTING AND RECREATIONAL EASEMENT

- A. Hunting of wildlife will not be permitted on the property . No firearms shall be discharged on the Property.
- B. Recreational Easement. There will be reserved a 25 foot easement for the benefit of all the Tracts around the majority of the boundary of Meadow Lake Farms (as shown on the Map). This easement will be for jogging, walking and horse riding only.

ARTICLE VIII

Miscellaneous

(a) **ANIMALS.** No dog kennels for commercial purposes will be allowed. No cows, swine or chickens will be allowed, and no commercial breeding of any animal will be allowed. Horses are allowed, however, there shall be no more than one (1) horse per 2.8 pastured and fenced acres located within a Tract. No horses shall be kept within one hundred fifty (150) feet of the high water level of the Lake.

(b) No obnoxious or offensive activity shall be carried on upon any Tract, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the Property, the other Tracts or Tract Owners, the Roads or the Lake. Without limiting the generality of the foregoing, it is the intent of the Developer and these covenants to restrict the use of the Property and any Tract therein which will detract from a high quality residential estate subdivision. Accordingly, no commercial vehicle or any inoperable motor vehicle shall be allowed on the Property. No Tract shall be used as a dumping ground for rubbish, trash, garbage or other waste and such shall not be kept except in sanitary containers. Each Tract shall be maintained in a neat and orderly fashion at least to the extent of visibility from the Roads the Lake, which includes the yard and any shrub beds. No large satellite, microwave dishes or television or radio antennas shall be placed on any Tract unless approved in writing by the ARC, but in no event shall large satellite, microwave dishes or televisions or radio antennas be visible from the Roads or the Lake. No Tract shall be cultivated for crops of any sort, except for gardens of reasonable size, which are to be located in the rear of the Primary Dwelling. Pasture areas will not be deemed as crops or row cropping.

(c) No signs of any kind shall be displayed to the public view on any Tract except one sign of not more than five (5) square feet advertising the Property for sale or rent, or signs used by a builder to advertise the Property during construction and sale period.

(d) It is the intent of the Developer to preserve for present and future Tract Owners a heavily wooded physical environment in

which a maximum amount of existing vegetation is preserved in undisturbed state, and that each Tract Owner in the Property shall observe the following restrictions regarding removal and restoration of vegetation: no more than fifty percent (50%) of the trees per acre may be removed; any clear cutting or clearing for pastureland must be approved by the ARC and must be located no closer than thirty (30) feet from any Tract boundary line. If timber is harvested, all tops and stumps must be removed and the property restored to natural setting within 120 days.

Notwithstanding the foregoing, it is expressly understood that all trees and vegetation may be removed as reasonably necessary in the area of construction of a Structure.

(e) During all construction, all vehicles, including those delivering supplies, must enter the building Tract on the driveway only as approved by the ARC so as not to unnecessarily damage trees, and Roads. Any damage not repaired by the contractor will be repaired by the ARC (after ten (10) days written notice) and will be charged to the Tract Owner at a reasonable charge for such services, which charge shall constitute a lien upon such Tract enforceable by appropriate proceedings at law or equity. During construction, all Builders must keep the homes, garages, and building site clean. All building debris, stumps, trees, etc., must be removed from each building Tract by the Builder as often as necessary to keep the house and Tract attractive. Such debris will not be dumped in any area of the Property. Best management practices shall be implemented and observed during all construction on any Tract. Tract owners are responsible for adhering to regulations required by ADEM during any construction on Tract Owner's property. If

Tract Owner is notified of an ADEM violation such Owner shall have 15 days after notice to correct any cited problems. If such Owner does not correct the problems, the Association may correct the problems and assess the costs to the said Tract Owner and use any other remedies to collect expenditures.

(f) No Tract shall be sold or used for the purpose of extending any public or private road, street, or alley, for the purpose of opening any road, street, or alley, except by the prior written consent of the ARC.

(g) All mailboxes shall be of a standard design and type as determined by the ARC.

(h) No Tract in the Subdivision may be re-subdivided so as to result in Tracts containing less than 18 acres without the express written consent and approval of all of the Tract Owners. Any further subdivision shall be approved by the appropriate government agencies as required.

(i) **GRANTEE'S ACCEPTANCE.** The grantee of any Tract subject to the coverage of this Declaration, by acceptance of the deed or other instrument conveying an interest in or title to, or the execution of a contract for the purpose thereof, whether from Owner or a subsequent Owner of such Tract, shall accept such deed or other contract upon and subject to each and all of these restrictions herein contained and other easements, restrictions and reservations of record.

(j) **INDEMNITY FOR DAMAGES.** Each and every Tract Owner and future Tract Owner, in accepting a deed or contract for any Tract subject to the Declaration, agrees to indemnify the Developer for any reasonable direct damage (but not consequential damages) caused by such Owner, or the contractor, agent, or employees of

such Owner, to the Roads or the Lake.

(k) **SEVERABILITY.** Every one of the provisions and restrictions is hereby declared to be independent of, and severable from the rest of the provisions and restrictions and of and from every other one of the provisions and restrictions and of and from every combination of the provisions and restrictions.

(l) **EFFECTS OF VIOLATION ON MORTGAGE LIEN.** No violation of any of this Declaration shall defeat or render invalid the lien of any mortgage made in good faith and for value upon any portion of the Property, and Tract therein; provided, however, that any mortgagee in actual possession, or any purchaser at any foreclosure sale shall be bound by and subject to this Declaration as fully as any other Owner of any portion of the Property, or any Tract therein.

(m) **NO REVERTER.** No restriction herein is intended to be, or shall be construed as a condition subsequent or as creating a possibility of reverter.

(n) **DURATION AND AMENDMENT.** The restrictions contained in this Declaration shall run with and bind the Property and, shall inure to the benefit of and shall be enforceable by the ARC and the Owner of any Tract included in the Property, their respective legal representatives, heirs, successors and assigns until the 31st day of December, 2015, after which time said restrictions shall be automatically extended for successive periods for ten (10) years. The termination aspects set forth herein do not apply to the Lake or the maintenance thereof. This Declaration may not be amended in any respect except by the execution of an instrument shall be signed by 2/3 of the Tract Owners, which

instrument shall be filed for recording among the Land Records of Shelby County, Alabama, or in such other place of recording as may be appropriated at the time of the execution of such instrument. After December 31, 2015, this Declaration may be amended and or terminated in its entirety by an instrument signed by not less than a majority of the Tract Owners, which instrument shall be filed for recording among the Land Records of Shelby County, Alabama, or in such other places of recording as may be appropriate at the time of the execution of such instrument.

(o) **ENFORCEMENT.** In the event of a violation or breach of any of these restrictions or any amendments thereto by any Owner of a Tract, or employee, agent, or lessee of such Owner, the other Owner(s) of Tract(s), their successors and assigns, or any party to whose benefit these restrictions inure shall have the right to proceed at law or in equity to compel compliance with the terms and conditions hereof, to prevent the violation or breach of said restrictions, to sue for and recover damages for any amounts required to be paid hereunder, or take all such courses of action at the same time, or such legal remedy deemed appropriate. No delay or failure on the part of an aggrieved party to initiate and available remedy set forth herein shall be held to be a waiver of that party or of any other party to assert any right available to him upon the recurrence of continuation of said violation or the occurrence of different violations. 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. Any party to

proceeding who succeeds in enforcing a restriction or enjoining the violation of a restriction against a Tract Owner shall be awarded as reasonable attorney's fee against such Tract Owner, and shall have the right to place recorded lien on any Tract for purpose of securing the payment of any amounts owing by a Tract Owner under this Declaration and such lien may be enforced in the same manner as foreclosure of a mortgage under the law of the State of Alabama.

(p) **NO WAIVER.** The failure of any party entitled to enforce any of these restrictions herein contained shall in no event be considered a waiver of the right to do so thereafter, as to the same violation or breach or as to such violation or breach occurring prior or subsequent thereto; provided, however, that approval of plans pursuant to Article IV shall be binding on any and all parties as a conclusive determination that such plans are in conformity with these restrictions.

(q) All Tract owners shall maintain their Tract and the improvements thereon in a neat and orderly fashion.

(r) **MODIFICATION OF THESE COVENANTS BY DEVELOPER.**

Notwithstanding anything to the contrary contained herein, the Developer reserves the right to unilaterally modify these covenants with respect to any Tract owned by Developer at any time without the necessity of obtaining approval from any Tract Owner or Tract Mortgagee. Any such modification shall only apply to Developer Owned Tract(s).

(s) **PROPERTY SOLD AS IS WHERE IS.** By accepting a Deed or Mortgage to a Tract, such Owner and/or Mortgagee acknowledges that the Developer has no further responsibility with respect to

the Property, the Roads, the Lake or improvements located on the Property, it being expressly understood that all Tracts and any improvements including the Roads and Lake (including the lake located on Tract 3) are sold AS IS/WHERE IS, except as expressly limited herein.

(t) **ARBITRATION.** Any controversy or claim between a Tract Owner and the Developer, which may properly be submitted to arbitration, shall be settled under common law arbitration by arbitration in accordance with the rules of the American Arbitration Association, and judgment on the award rendered by the arbitrators may be entered in any court having jurisdiction thereof. Each party to such claim or controversy shall appoint one person as an arbitrator to hear and determine the dispute and if they shall be unable to agree, then the two arbitrator whose decision shall be final and conclusive upon the parties hereto. The expenses of such arbitration shall be borne by the losing party or in such proportion as the arbitrators shall decide. The successful party shall recover as expenses and costs all reasonable attorney's fees incurred by him in connection with the arbitration proceeding or any appeals therefrom. In the event any such controversy or claim is not properly submissable to arbitration, the Tract Owner having such claim or controversy with the Developer, irrevocably waives all right to trial by jury in any court in any such action.

(u) **NOTICES.** Any notice to be given under these covenants shall be in writing and be sent by certified mail, return receipt requested and shall be effective if given to the Tract Owner to whom such notice is directed at either; 1. The address provided

by such Tract Owner to the other; or 2. At the address maintained by the Tax Collector of Shelby County, Alabama for such Tract Owner (herein the "Authorized Address"). Mailing, postage prepaid, by certified mail, to the Authorized Address shall conclusively mean receipt by the Tract Owner to whom such notice is intended. In the event such notice is for repair or maintenance on a Road or for the Lake, the failure of any Tract Owner to respond to any such notice within thirty (30) days of the date of such notice shall be conclusively deemed an Affirmative Vote by such non responding Tract Owner to the proposed maintenance or repairs.

(v) Regions Bank, by it's execution of this Declaration, agrees that its interest as it appears in the Property or any Tract within the Property, is subordinate and subject to this Declaration.

(w) GRANTEE'S ACCEPTANCE.

1. The grantee of any Tract subject to the coverage of this Declaration, by acceptance of the deed or other instrument conveying an interest in or title to, or the execution of a contract for the purchase thereof, whether from Developer or a subsequent Owner of such Tract, shall accept such deed or other contract upon and subject to each and all of the restrictions, conditions and easements herein contained and other easements, restrictions and reservations of record.

2. MEADOW LAKE FARMS HOMEOWNERS ASSOCIATION, INC. (the "Association"). By accepting a deed to a Tract, as an appurtenance to such Tract, an Owner shall become a member of the Meadow Lake Farms Homeowners Association, Inc. and be subject to the Articles of Incorporation and By-Laws of such

Association as they exist and are from time to time amended.

(x). GATE AND MAILBOXES.

1. The GATE: The Gate located on Meadow Lake Road near Highway 42 shall be installed by the Developer and is intended to provide security for the Property. No Tract Owner shall divulge the manner of entrance through the Gate to anyone other than an Owner. Notwithstanding the foregoing, the Association shall keep the Service Providers and Utility Companies informed of the manner of entrance into the Gate. To the extent that the Gate is located on Tracts 1 and 4, a perpetual easement, subject to the existence of this Declaration is hereby created in favor of the Association for the placement, operation and maintenance of the Gate on those portions of Tracts 1 and 4 upon which the Gate exists and so much additional portions of Tracts 1 and 4 as is reasonably necessary for the maintenance of the Gate.

2. MAILBOXES. The Developer shall install twelve mailboxes (one for each Tract within the Property) within the right of way of Highway 42 on the easterly side of Meadow Lake Road. In the event as a result of further subdivision of Tract(s), more mailboxes are necessary, the number of mailboxes shall be increased to the number of Tracts within the Property from time to time. Any such expense shall be borne by the Owner of any further sub-divided Tract. To the extent that such mailboxes are located on Tract 4 or, in the event the mailboxes are required to be removed in the future from the

Highway 42 right of way, there is hereby established a perpetual easement, subject to the existence of this Declaration in favor of the Association for the placement, operation and maintenance of the mailboxes as reasonably necessary on Tract 4.

3. **MAINTENANCE.** The Gate and the mailboxes shall be maintained through the Association in equal shares by the Owners of all Tracts within the Property.

- (y). **SPECIAL CONDITIONS RELATIVE TO OUTPARCEL 'A' AND TRACTS 1 AND 2:** The Developer does hereby reserve a thirty foot wide, perpetual easement running with the land for ingress, egress and utilities in favor of Outparcel 'A' as shown on the Map, however, such easement shall not become into effect until such time as Outparcel 'A' has become subject to this Declaration. The Developer does not warrant the title to any part of Tract 1 which is south of or west of the fence located on Tract 1 as shown on the Map. The Developer does not warrant the title to any part of Tract 2 which is north of or west of the fence located in the northeast portion of Tract 1 as shown on the Map.

- (z). **SPECIAL CONDITIONS RELATIVE TO TRACT 3:** Prior to the recordation of this Declaration, Werner H. Beiersdoerfer, a married man, (Beiersdoerfer) has acquired, in metes and bounds, what is Tract 3. Such property so acquired is not the homestead of Beiersdoerfer or his spouse. Beiersdoerfer

has executed this Declaration in order to expressly indicate, acknowledge and agree that the portion of the Property that Beiersdoerfer has acquired (and the mortgage given in conjunction with such acquisition) is/are expressly subject to this Declaration and Meadow Lake Farms Homeowners Association, Inc. Any easement acquired by Beiersdoerfer in conjunction with such acquisition shall expire at the time of recordation of this Declaration. On and after the date of recordation of this Declaration, the portion of the Property acquired by Beiersdoerfer in fee simple shall be known as Tract 3, Meadow Lake Farms as recorded in Map Book 27, page 101, Probate Office of Shelby County, Alabama.

(aa) See Exhibit "B" attached hereto and incorporated by reference herein for additional provisions.

IN WITNESS WHEREOF, the undersigned, as the Developer of the Property, has caused this Declaration to be executed as of the 11th day of October, 2000.

Meadow Lake Farms, LLC

By: [Signature]
Randall H. Goggans, Member

Regions Bank

By: _____
Its: _____

[Signature]
Werner H. Beiersdoerfer

STATE OF ALABAMA)
Shelby COUNTY)

I, the undersigned, a Notary Public, in and for said County in said State, hereby certify that Randall H. Goggans as member of Meadow Lake Farms, LLC, whose name 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 this instrument, he, in their capacity as such member, executed the same voluntarily, for and as the act of said limited liability company.

Given under my hand and official seal this 11 day of
October, 2000.

Notary Public

My Commission Expires: 2-20-03

PEGGY L. MURPHREE
MY COMMISSION EXPIRES FEBRUARY 20, 2003

STATE OF ALABAMA)
_____ COUNTY)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that _____, whose name as _____ of Regions Bank, a corporation, is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, he/she, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation on the day the same bears date.

Given under my hand and seal this _____ day of _____, 2000.


Notary Public

My Commission Expires: _____

STATE OF ALABAMA)
Shelby COUNTY)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Werner H. Beiersdoerfer, whose name is signed to the foregoing instrument, and who is known to me, acknowledged before me this day that, being informed of the contents of said instrument, he executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 11 day of October, 2000.



Notary Public

My Commission Exp. 2-20-03

PEGGY L. MURPHREE
MY COMMISSION EXPIRES FEBRUARY 20, 2003

STATE OF ALABAMA)

Shelby COUNTY)

I, the undersigned, a Notary Public, in and for said County in said State, hereby certify that Randall H. Goggans as member of Meadow Lake Farms, LLC, whose name 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 this instrument, he, in their capacity as such member, executed the same voluntarily, for and as the act of said limited liability company.

Given under my hand and official seal this 11 day of October, 2000.

Notary Public

My Commission Expires: 2-20-03

PEGGY L. MURPHY
MY COMMISSION EXPIRES FEBRUARY 20, 2003

STATE OF ALABAMA)

Jefferson COUNTY)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Kathy L. Young, whose name as Vice President of Regions Bank, a corporation, is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, he/she, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation on the day the same bears date.

Given under my hand and seal this 27th day of October, 2000.

Notary Public

My Commission Expires: 2-2-2003

Exhibit "A" The Map.

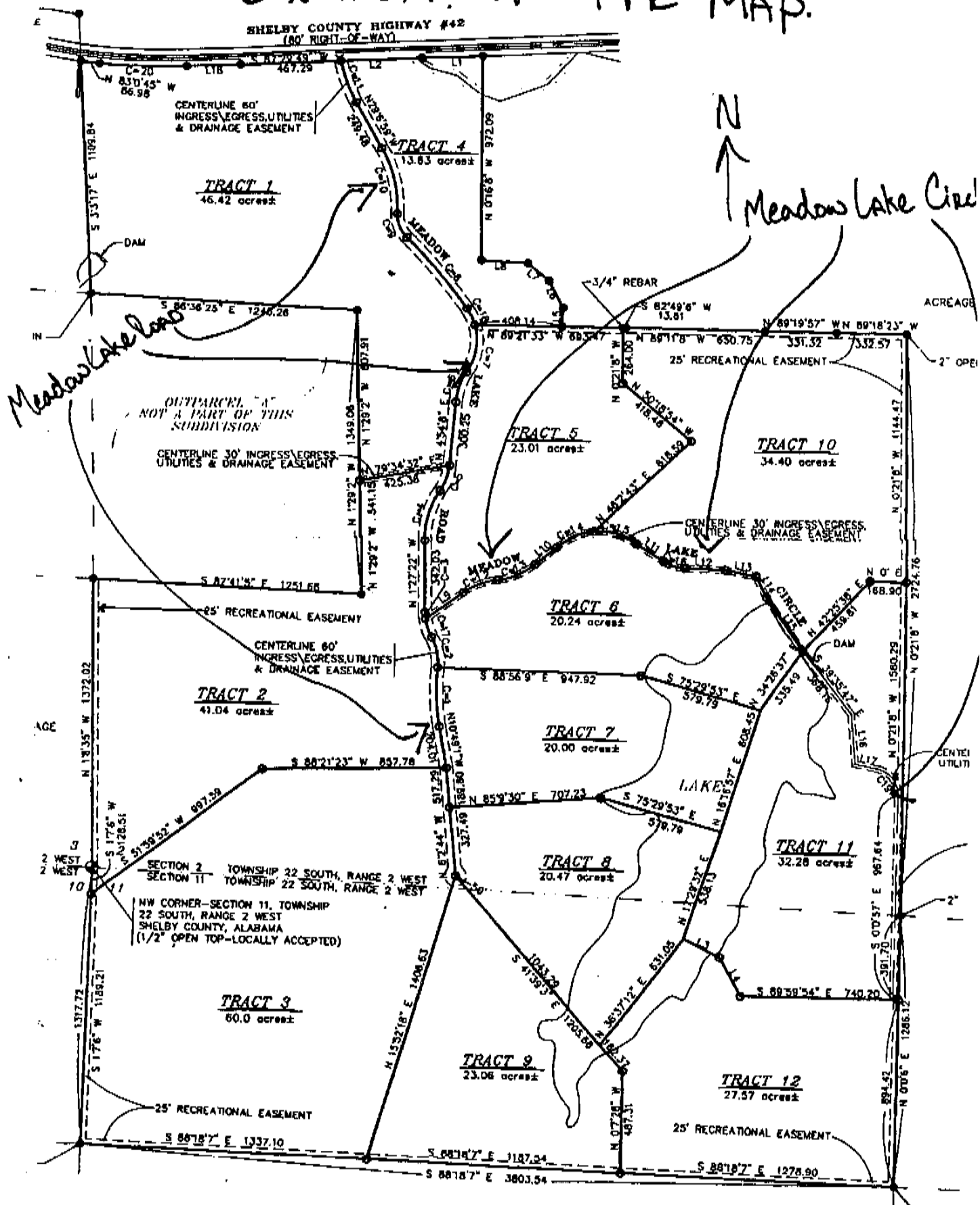


EXHIBIT B TO DECLARATION OF RESTRICTED COVENANTS FOR MEADOW LAKE FARMS

- (a) Special conditions relative to Tract 4: Prior to the recordation of this Declaration, Applegate Realty, Inc., (Applegate) has acquired in metes and bounds, what is Tract 4. Applegate has executed this Declaration in order to expressly indicate, acknowledges and agree that the portion of the Property that Applegate has acquired is expressly subject to this Declaration and Meadow Lake Farms Homeowners Association, Inc. On and after the date of recordation of this Declaration, the portion of the Property acquired by Applegate in fee simple shall be known as Tract 4, Meadow Lake Farms as recorded in Map Book 27, Page 101 Probate Office of Shelby County, Alabama.
- (b) Notwithstanding the provisions of Article V(a) (2) (A) of this Declaration, it is expressly understood that the portion of Meadow Lake Circle which is located on Tracts 11 and 12 is for the exclusive use of Tracts 11 and 12, the Owners thereof, the Service Providers and the Utility Companies. In the event that Tracts 11 and 12 have common ownership and are owned by the same Owner, or if the Owners of Tracts 11 and 12 agree, then such Owner or Owners of Tracts 11 and 12 may place a gate on the northwest line of Tract 11 on Meadow Lake Circle at the point of intersection of such northwest line with Meadow Lake Circle, on such terms and conditions and in accordance with such plans and specifications as are acceptable to the Owners of Tracts 11 and 12. Also, as shown on the Record Map recorded in Map Book 27, Page 101 Probate Office of Shelby County, Alabama, the width of Meadow Lake Circle which is located on the east side of Tract 11 and is 967.64 feet long is 45 feet.

Applegate Realty, Inc.

By: Randall H. Goggans
Its: President

STATE OF ALABAMA)
[Signature] COUNTY)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Randall H. Goggans, whose name as President of Applegate Realty, Inc., a corporation is signed to the foregoing instrument, and who is known to me, acknowledged before me this day that, being informed of the contents of the instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of the corporation.

Given under my hand and official seal this 13 day of November 2000.

[Signature]
Notary Public

My Commission Exp. 3.1.02

11/13/2000-39333

02:40 PM CERTIFIED

SHELBY COUNTY JUDGE OF PROBATE

034 NMB 116.00