

# **Meadow Brook Townhome Association**

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100 Meadow Croft Circle

Birmingham, Alabama 35242



## **Meadow Brook Townhome Association**

### **Amendments to the Declaration of Covenants, Conditions and Restrictions**

AMENDMENT TO DECLARATION OF COVENANTS,  
CONDITIONS, AND RESTRICTIONS  
FOR MEADOW BROOK TOWNHOMES

THIS AMENDMENT to Declaration made on the date hereinafter set out by South Jefferson Company, Inc., an Alabama corporation (hereinafter referred to as "Declarant" or "Developer").

W I T N E S S E T H:

WHEREAS, on or about July 17, 1986, Declarant recorded Declaration of Covenants, Conditions, and Restrictions for Meadow Brook Townhomes (the "Declaration") which was recorded in Real Book 081, Page 323 in the Probate Office of Shelby County, Alabama, affecting the real estate described on Exhibits "A" and "B" hereto; and

WHEREAS, Declarant is desirous of amending the Declaration and has secured the consent of at least 75% of the Owners of Lots within the subdivision.

NOW, THEREFORE, Declarant hereby amends the Declaration as follows:

1. By deleting Section 3 of Article VIII in its entirety and in substitution thereof adding the following language:

Section 3. Association as Attorney in Fact. Each Owner, by acceptance of a deed, hereby appoints the Association as its attorney-in-fact to contract for the landscaping maintenance and upkeep of the Common Area and the Lots of the Property, and agrees to pay a prorated portion of such expenses as a part of the assessment fee.

2. By adding to Article VIII entitled "Maintenance", the following section:

Section 5. Termite Bond. Each Owner, by acceptance of a deed, hereby appoints the Association as its attorney-in-fact to contract for the continued treatment for termites by a termite company acceptable to the Association. Each Owner agrees to pay a prorated portion of the expense as a part of the assessment fee.

3. Each and every covenant, condition and term of the Declaration is hereby ratified, approved and confirmed as if fully set out herein.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has caused this instrument to be executed this \_\_\_\_\_ day of \_\_\_\_\_, 1988.

SOUTH JEFFERSON COMPANY, INC.

BY: John P. Baker  
JOHN P. BAKER, ITS PRESIDENT

STATE OF ALABAMA

Jefferson COUNTY

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that John P. Baker, whose name as President of South Jefferson Company, Inc., a corporation, is signed to the foregoing Amendment to Declaration, and who is known to me, acknowledged before me on this day, that being informed of the contents of said Declaration, he, as such officer and with full authority, executed same voluntarily for and as the act of said corporation.

WITNESS my hand and seal this the 22<sup>nd</sup> day of March, 1988.

Margie J. Bailey  
NOTARY PUBLIC

MY COMMISSION EXPIRES:

My Commission Expires February 24, 1989

JOINDER OF MORTGAGEE

AmSouth Bank, N.A., herein called the Mortgagee, the holder of a mortgage on certain portions of the real estate described in Exhibit "A" hereto joins in submitting the Property to the Amendment to the Declaration of Covenants, Conditions and Restrictions for Meadow Brook Townhomes.

AMSOUTH BANK, N.A.

BY: Robert E. Nesbitt  
ITS VICE PRESIDENT

ATTEST:

BY: Lonnie J. [Signature]  
ITS ASSISTANT VICE PRESIDENT

STATE OF ALABAMA )

SHELBY COUNTY )

DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND RIGHTS

This Declaration made on this the \_\_\_\_ day of \_\_\_\_\_, 1988, by South Jefferson Company, Inc., an Alabama corporation (hereinafter referred to as "Owner");

W I T N E S S E T H:

WHEREAS, the undersigned Owner owns in fee simple the following described real estate situated in Shelby County, Alabama, more particularly described as follows:

Lots 38-43, according to Meadow Brook Townhomes Subdivision Phase II First Sector, as recorded in Map Book \_\_\_\_\_ at Page \_\_\_\_\_ in the Office of the Judge of Probate of Shelby County, Alabama;

and

WHEREAS, the Owner is desirous of establishing certain covenants and restrictions applicable to the lots referenced above;

NOW, THEREFORE, the Owner hereby declares that all of the above described property shall be held, sold and conveyed subject to the following easements, restrictions, covenants, conditions and rights which are for the purpose of creating uniformity, protecting the value and desirability of the above described property, and which shall run with the said real estate and be binding on all parties having any right, title or interest in the above described property or any part thereof, their heirs, successors and assigns and shall inure to the benefit of each owner thereof.

1. ADDITIONAL COVENANTS. The covenants referenced herein are in addition to and supplement those certain restrictions found in the Declaration of Covenants, Conditions and Restrictions of Meadow Brook Townhomes filed simultaneous herewith. All of the covenants and restrictions contained therein are incorporated herein by reference.

2. JOINT DRIVE AGREEMENT. There is hereby reserved, created and granted to each lot owner within Lots 38 through 43 inclusive and to future lot owners in the Meadow Brook Townhomes Subdivision as determined by Owner from time to time, a non-exclusive easement appurtenant to each lot for ingress and egress for the use and benefit of the owners, their invitees, licensees or parties in privity with the owners over and across certain lands located within Lots 38 through 43 which is more particularly described on the attached Exhibit "A". The easement for ingress and egress shall inure to the heirs and assigns of each lot owner so affected and

shall constitute an easement running with the land. The easement is created to provide adequate access to the rear of the said lots for parking purposes. In consequence thereof, such area is designated as an easement for egress and ingress and shall at all times be open, clear and unobstructed for the purpose of free and uninterrupted flow of vehicular traffic. Future development may result in additional lot owners inuring to the rights of ingress and egress over the easement. Owner reserves all rights to effect such purpose.

3. MAINTENANCE OF INGRESS AND EGRESS EASEMENT. As stated in Paragraph #2 above, the easement is for the equal and mutual benefit of each and all respective lot owners in Lots 38 through 43 of this subdivision. Therefore, all costs and expense of maintaining and repairing the easement area for its entire length and width as shown on Exhibit "A" hereto shall be charged equally against and shared by each lot owner within Lots 38 through 43 equally, regardless of lot size or frontage of any particular lot or drive. Any future development affecting the easement area will result in more lot owners sharing the cost of such maintenance.

4. ARCHITECTURAL CONTROL COMMITTEE. The architectural control committee of the Meadow Brook Townhomes shall supervise the maintenance and upkeep of the easement area depicted in Exhibit "A". The committee shall have the power and authority to assess each and every respective lot owner for his proportionate share of the costs relating to the maintenance and upkeep of the easement area and shall have the right to enforce said assessment under the guidelines established in the Declaration of Covenants, Conditions and Restrictions of the Meadow Brook Townhomes which have been incorporated herein by reference thereto.

IN WITNESS WHEREOF, the said South Jefferson Company, Inc., by its President, John P. Baker, who is authorized to execute this conveyance, has hereunto set its signature and seal, this the \_\_\_ day of \_\_\_\_\_, 1988.

SOUTH JEFFERSON COMPANY, INC.

BY: \_\_\_\_\_

JOHN P. BAKER  
ITS PRESIDENT

STATE OF ALABAMA

Jefferson COUNTY

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that John P. Baker, whose name as President of South Jefferson Company, Inc., a corporation, is signed to the foregoing Declaration, and who is known to me, acknowledged before me on this day, that being informed of the contents of said Declaration, he, as such officer and with full authority, executed same voluntarily for and as the act of said corporation.

WITNESS my hand and seal this the 6<sup>th</sup> day of June, 1988.

Margie J. Bailey  
NOTARY PUBLIC

MY COMMISSION EXPIRES:

My Commission Expires February 24, 1989

SECOND AMENDMENT TO DECLARATION OF COVENANTS,  
CONDITIONS, AND RESTRICTIONS  
FOR MEADOW BROOK TOWNHOMES

THIS SECOND AMENDMENT to Declaration made on the date hereinafter set out by South Jefferson Company, Inc., an Alabama corporation (hereinafter referred to as "Declarant" or "Developer").

W I T N E S S E T H:

WHEREAS, on or about July 17, 1986, Declarant executed a Declaration of Covenants, Conditions, and Restrictions for Meadow Brook Townhomes (the "Declaration") which was recorded in Real Book 081, Page 323 in the Probate Office of Shelby County, Alabama, affecting the real estate described therein; and

WHEREAS, under Article XIII of the Declaration, Declarant reserved the right to include real estate to the Declaration which was described in the Declaration in Exhibit C thereto; and

WHEREAS, Declarant now desires to include a portion of the real estate described in Exhibit C of the Declaration to the Declaration, said real estate being more particularly depicted on that certain survey attached hereto marked as Exhibit "A" entitled "Meadow Brook Townhomes Phase II First Sector"; and

WHEREAS, Declarant has simultaneous herewith recorded the record plat known as Meadow Brook Townhomes Phase II First Sector and desires that the Declarations be imposed on such lots;

NOW, THEREFORE, in consideration of the recitals stated above, the Declarant hereby amends the Declaration as follows:

1. That Lots 1 through 6 and Lots 38 through 43 of the Meadow Brook Townhomes Phase II First Sector be held, sold and conveyed subject to the easements, restrictions, covenants and conditions contained in the Declaration, and as amended by that certain Amendment to Declaration of Covenants, Conditions, and Restrictions recorded in Real

Volume \_\_\_\_\_ at Page \_\_\_\_\_ in the Probate Office of Shelby County, Alabama.

2. Article VI, Section 5, entitled "Uniform Rate of Assessment" shall be amended by deleting the reference to "1/31" and replacing it with "1/43". Any other references in the Declaration, or as amended, referring to the number of lots shall be changed from 31 to 43.

3. Declarant hereby declares that Lots 1 through 6 and Lots 38 through 43 of Meadow Brook Townhomes Phase II First Sector be sold, held or conveyed subject to the Bylaws of the Meadow Brook Townhomes Association, Inc., which are recorded in Book 30 at Page 905 of said Probate Office and the Articles of Incorporation of said Association.

4. Each and every other covenant, condition and term of the Declaration and as amended, is hereby ratified, approved and confirmed as if fully set out herein.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has caused this instrument to be executed this \_\_\_\_\_ day of \_\_\_\_\_, 1988.

SOUTH JEFFERSON COMPANY, INC.

BY: John P. Baker  
JOHN P. BAKER, ITS PRESIDENT

STATE OF ALABAMA

Jefferson COUNTY

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that John P. Baker, whose name as President of South Jefferson Company, Inc., a corporation, is signed to the foregoing Amendment to Declaration, and who is known to me, acknowledged before me on this day, that being informed of the contents of said Declaration, he, as such officer and with full authority, executed same voluntarily for and as the act of said corporation.

WITNESS my hand and seal this the 6<sup>th</sup> day of June, 1988.

Rangie D. Bailey  
NOTARY PUBLIC

MY COMMISSION EXPIRES:

My Commission Expires February 24, 1989

STATE OF ALABAMA )

SHELBY COUNTY )

INSTRUMENT OF DEDICATION

WHEREAS, the undersigned South Jefferson Company, Inc., is the owner of the following described property situated in Shelby County, Alabama, more particularly described as follows, to-wit:

Lots 1 through 6 and Lots 38 through 43, according to Meadow Brook Townhomes Subdivision Phase II First Sector, as recorded in Map Book \_\_\_\_\_ at Page \_\_\_\_\_ in the Office of the Judge of Probate of Shelby County, Alabama;

and

WHEREAS, the said South Jefferson Company, Inc., is now in the process of commencing a plan of residential development of the subdivision and is desirous of using the sewer facilities of Birmingham Water and Sewer Board (formerly owned by Cahaba Water Renovation Systems, Inc.) (hereinafter referred to as "City") for the subdivision; and

WHEREAS, it is the desire of South Jefferson Company, Inc., and City to dedicate certain easements for sanitary sewers to service the said subdivision.

NOW, THEREFORE, in consideration of the sum of One Dollar (\$1.00), the undersigned, South Jefferson Company, Inc., hereby grants and dedicates unto the City, an easement to install and maintain underground sanitary sewer lines over and across any and all public streets and easements dedicated for public utilities, all as set forth and shown on the recorded map of Meadow Brook Townhomes as recorded in Map Book \_\_\_\_\_ at Page \_\_\_\_\_ and over and across the easements for public utilities shown in said record map.

IN WITNESS WHEREOF, the said South Jefferson Company, Inc., by its President, John P. Baker, who is authorized to execute this conveyance, has hereunto set its signature and seal, this the \_\_\_\_ day of \_\_\_\_\_, 1988.

SOUTH JEFFERSON COMPANY, INC.

BY: 

JOHN P. BAKER  
ITS PRESIDENT



STATE OF ALABAMA

Jefferson COUNTY

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that John P. Baker, whose name as President of South Jefferson Company, Inc., a corporation, is signed to the foregoing Instrument of Dedication, and who is known to me, acknowledged before me on this day, that being informed of the contents of said Instrument of Dedication, he, as such officer and with full authority, executed same voluntarily for and as the act of said corporation.

WITNESS my hand and seal this the 6<sup>th</sup> day of June, 1988.

Harriet J. Bailey  
NOTARY PUBLIC

MY COMMISSION EXPIRES:

My Commission Expires February 24, 1989

STATE OF ALABAMA )

SHELBY COUNTY )

DECLARATION OF COVENANTS RELATIVE TO  
SANITARY SEWER SYSTEM

This Declaration of covenants, stipulations and agreements hereinafter set forth by South Jefferson Company, Inc., an Alabama corporation (hereinafter referred to as "Declarant");

W I T N E S S E T H:

WHEREAS, the Declarant is the owner of the following described property situated in Shelby County, Alabama, more particularly described as follows:

Lots 1 through 6 and Lots 38 through 43, according to Meadow Brook Townhomes Subdivision Phase II First Sector, as recorded in Map Book \_\_\_\_\_ at Page \_\_\_\_\_ in the Office of the Judge of Probate of Shelby County, Alabama;

and

WHEREAS, the undersigned Declarant is in the process of developing the above described property and anticipates from time to time selling the various lots after developed; and

WHEREAS, pursuant to its plan of development it is mandatory to obtain sanitary sewer service for the various properties above described; and

WHEREAS, Cahaba Water Renovation Systems, Inc., a corporation ("CWRSI") was the owner and operator of a sanitary sewer plant located within the proximity of the above described property and has agreed to provide sanitary sewer service to the subdivision provided it obtains a reasonable means of compensation for such services. CWRSI sold the system to the Birmingham Water and Sewer Board, who now operates the system ("City").

NOW, THEREFORE, the Declarant hereby establishes and declares that all the above described property shall be held, sold and conveyed subject to the following covenants, agreements, and conditions established for the purpose of assuring a proper sanitary sewer service necessary for the development of said property and providing a means for the

payment of said sanitary sewer service charges all of which shall be covenants running with said real property and shall be binding upon all parties having any right, title or interest in the above described property or any part thereof, their heirs, successors and assigns, to-wit:

1. That each purchaser of any and all of the property above described shall be provided with sanitary sewer services and that City pursuant to that certain Service Agreement dated October 1, 1984, and as amended, shall be entitled to compensation for such services as follows:

(a) All sanitary sewer service charges shall be collected by the Meadow Brook Townhomes Association, Inc., ("Association") a not-for-profit corporation organized specifically for the purpose of managing common area, if any, within the subdivision referenced above and for the collection of the sewer service charges described herein. All such sewer charges shall be due and payable on the first day of each month payable at the principal office of the Meadow Brook Townhomes Association.

(b) The monthly payments shall be in accordance with the amount of charges authorized and agreed in the City Service Agreement referenced above and as amended from time to time.

(c) The Association and City shall be entitled to a lien against each of the various lots should an owner thereof become delinquent in the payment of the monthly sanitary sewer service charges as follows:

(i) The sanitary sewer charges are delinquent when not paid when due;

(ii) The said sewer charges are not paid within 30 days of the due day, the sewer service charges become an assessment against said lot and against the owner thereof and shall bear interest from the date of the delinquency at the rate of 13% per annum;

(iii) The delinquent sanitary sewer service charge shall become a lien against their property when the Association or City, or its successors, files a notice of record in the Probate Court of Shelby County, Alabama, notifying or describing the property wherein the owner thereof is delinquent.

(iv) The Association shall have complied with the provisions regulating the method, manner and procedure of filing assessments against properties contained in the Declaration of Covenants, Conditions and Restrictions of Meadow Brook Townhomes, recorded simultaneous herewith.

(d) In addition to the lien, the said City and Association shall have the right to bring an action at law against the owner of the property personally obligating the owner to pay the same for all amounts due and owing for such sewer service charges including interest and a reasonable attorney's fee for the collection of the same.

2. Declarant hereby declares that each and all future owners of any of the above described property shall be subject to the provisions of this instrument.

3. All of the terms and conditions of the City Service Agreement are incorporated herein by reference thereto and a copy of said City Service Agreement with all amendments is on file at the office of the Association and can be reviewed during reasonable business hours.

4. All rights and privileges granted to the Association in the Declaration of Covenants, Conditions and Restrictions of the Meadow Brook Townhomes together with the Bylaws and Articles of Incorporation of the Association are hereby assigned to and inure to the benefit of City, its heirs and assigns, as same relate to the collection of the sewer service charges.

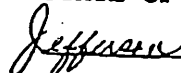
IN WITNESS WHEREOF, the said South Jefferson Company, Inc., by its President, John P. Baker, who is authorized to execute this conveyance, has hereunto set its signature and seal, this the \_\_\_\_ day of \_\_\_\_\_, 1988.

SOUTH JEFFERSON COMPANY, INC.

BY: 

JOHN P. BAKER  
ITS PRESIDENT

STATE OF ALABAMA

 COUNTY

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that John P. Baker, whose name as President of South Jefferson Company, Inc., a corporation, is signed to the foregoing Declaration, and who is known to me, acknowledged before me on this day, that being informed of the contents of said Declaration, he, as

such officer and with full authority, executed same voluntarily for and as the act of said corporation.

WITNESS my hand and seal this the 6<sup>th</sup> day of June, 1988.

Theresa J. Bailey  
NOTARY PUBLIC

MY COMMISSION EXPIRES:

My Commission Expires February 24, 1989

AMENDMENT TO DECLARATION OF COVENANTS,  
CONDITIONS AND RESTRICTIONS FOR  
MEADOW BROOK TOWNHOMES

WHEREAS, Article IX, Section 21. AMENDMENT provides for the modification and/or amendment of the DECLARATION OF COVENANTS AND RESTRICTIONS FOR MEADOW BROOK TOWNHOMES by the affirmative vote of at least seventy five (75%) percent vote of lot owners, including lots owned by the developer, and;

WHEREAS, the undersigned, constituting more than seventy five (75%) percent of the lot owners hereby desire to amend the DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR MEADOW BROOK TOWNHOMES.

NOW THEREFORE, Meadow Brook Townhomes Association, hereby amends its DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR MEADOW BROOK TOWNHOMES by adding section 22, to Article IX TENANTS & LEASING and TENANT RULES AND REGULATIONS which are attached hereto as Exhibits 1 & 2 and by adding the language shown in Exhibit 3, to Article XI, Section 1 made a part hereof.

Executed by the undersigned on this 27 day of June, 1993.

PHASE 1, LOT 01

R. MARTIN

Ron Martin

S. MARTIN

Sarah Martin

PHASE 1, LOT 02

H. CHASTAIN

\_\_\_\_\_  
\_\_\_\_\_

PHASE 1, LOT 03

M. CHILEAN

\_\_\_\_\_  
\_\_\_\_\_

08/04/1994-24380  
10:39 AM CERTIFIED  
SHELBY COUNTY JUDGE OF PROBATE  
DOE HEL 21.00

Inst. # 1994-24380

PROXY STATEMENT

I hereby authorize Grayson Alexander to vote  
in my absence at the Meadow Brook Townhome Homeowner's  
meeting to be held \_\_\_\_\_.

April "Ann" Lawson  
Homeowner

106 Meadowcroft Cr.  
Address

6/24/93  
Date

Inst # 1994-24380

08/04/1994-24380  
10:39 AM CERTIFIED  
SHELBY COUNTY JUDGE OF PROBATE  
006 HEL 21.00

EXHIBIT 1

Section 22.            Tenants and Leasing.

No unimproved lot may be leased by a lot owner to an individual corporation, or other entity. Improved lots may be leased by owners to other individuals, corporations or other entities only under the following circumstances & conditions:

A written lease agreement, approved by the Association is required. An approved lease must contain the following provisions:

- A. Lessee acknowledges receipt of a copy of Declaration of Covenants, Conditions, and Restrictions for Meadow Brook Townhomes and agrees to be bound thereby and to obey the Tenant Rules and Regulations of the Association.
- B. A Lessee may be evicted and/or a lease terminated by the owner or Association for violation or breach of the Tenant Rules and Regulations set forth in Exhibit "D" or other violation of the Covenants, Conditions & Restrictions For Meadowbrook Townhomes Association in the same manner as provided in the written lease agreement.

It shall be the responsibility of the lot owner to effect the eviction after receipt of written notice of lessee violations from the Association. If the lot owner shall fail to effect the eviction required, the Association as agent for owner, shall have the authority, to effect lessee eviction after ten days written notice to



owner. The costs of effecting tenant/lessee eviction may be assessed to owner under the provisions of Article VI.

EXHIBIT 2

TENANT RULES & REGULATIONS

1. The sidewalk, front stoop, entry, passages, halls, corridors, elevators, and stairways shall not be obstructed by any of the Lessees or used by them for any purpose other than those of ingress and egress from their respective dwellings..

2. No article shall be suspended outside the building or placed on the window sills thereof save with the consent in writing by the Meadow Brook Townhomes Association.

3. No animals or pets shall be kept or harbored in the demised premises unless the same, in each instance, be expressly permitted in writing by the Lessor or Lessor's Agent and such consent if given shall be revokable at any time. Any waiver or failure to insist upon strict compliance with this paragraph shall not be considered as a waiver or estoppel as to this Lessee or to any other Lessee.

4. The Lessee will not erect an exterior aerial without the written consent of the Association and under the direction of the Lessor or his agent.

5. Musical instruments, radios, television and any other sound reproducing equipment shall be used in such a manner so as not to annoy and disturb others. It is specifically understood by the Lessee

that the sounds produced shall be controlled so that they are audible only within the townhome in which the sound is produced.

6. Kitchen and other refuse must be kept in proper receptacles and securely sealed at all times to prevent odor, or access by animals, pests or rodents.

7. No automobiles, trucks, trailers, or other objects of transportation shall be allowed on any of the lawns, grounds, or sidewalks except in the areas prescribed as parking area. No part of the parking areas shall reserved to any tenant exclusively. No vehicle may be repaired or stored or left on the premises while not being used for normal transportation. Lessee will not harbor or keep any inoperable cars, trucks, or any other vehicle on the premises at any time, nor shall the Lessee work on said vehicles on the premises.

8. No part of the common areas shall be reserved for the private use of any tenant and no objects of any nature shall be stored, placed or situated on any of these areas without the written consent of the Meadow Brook Townhomes Association.

9. Lessee will not conduct or permit congregations, parties, or gatherings which annoy or disturb other area residents or guests.

10. No material, furniture, fixtures, equipment or household items shall be stored on the front or back yard.

11. The Lessee hereby covenants and agrees to hold the Lessor, the Lessor's Agents and the Servants and Employees of either, free and harmless from any and all liability for claims for damages, or other claims for personal injury, or death, sustained by Lessee, or

sustained by any other person, while on the leased premises or common areas during the terms of this lease as the result of negligence, or other conduct, of the Lessor, or of the Lessor's Servants, Agents, or Employees.

12. No noxious or offensive activity shall be allowed, nor shall anything be done on any lot or in the common areas which may become an annoyance or nuisance to the lot owners or their guests.

EXHIBIT 3

The Board of Directors of the Association, by a two thirds (2/3) majority vote of all directors, shall have the power and authority to permit reasonable variances in the enforcement of these Covenants, Conditions, and Restrictions for owners upon written request by any owner. Any variance granted must be in writing and filed for record in the office of the Judge of Probate of Shelby County, Alabama.

STATE OF ALABAMA       )  
                                  :  
SHELBY COUNTY           )

This instrument prepared by:  
Frank C. Galloway III  
Galloway & Somerville, LLC  
11 Oak Street  
Birmingham, AL 35213

Inst # 2001-20685

**AMENDMENT TO THE  
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR  
MEADOW BROOK TOWN HOMES**

THIS AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS for MEADOW BROOK TOWN HOMES is done by the undersigned and states as follows:

**WITNESSETH**

WHEREAS, the undersigned owners (which constitute over seventy-five percent (75%) of the "Lot Owners" as defined in the Covenants) of certain real property in Shelby County, Alabama wish to affirm that their real property and the improvements thereon are subject to the Declaration of Covenants, Conditions and Restrictions for Meadow Brook Town Homes (the "Covenants") recorded in the Office of the Judge of Probate of Shelby County, Alabama (the "Probate Office") in Book 081 at Page 323, and as subsequently supplemented and amended (excluding, however, the instrument recorded as Instrument 1996-28313 in the Probate Court which the undersigned expressly reject as having any validity or authorization whatsoever); and

WHEREAS, the undersigned wish to amend the Covenants in part and restate the Covenants in whole; and

NOW, THEREFORE, the undersigned hereby declare that the real property described in the attached Exhibit A (the "Property") shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions, all of which are for the purpose of enhancing and protecting the value, desirability and attractiveness of the Property. These easements, covenants, restrictions, and conditions shall run with the property and be binding on all parties having or acquiring any right, title or interest in the described property or any part thereof, and shall inure to the benefit of each owner thereof.

**Article I.  
DEFINITIONS**

**Section 1.** "Association" shall mean and refer to Meadow Brook Town Homes Association, Inc., a non-profit, non-stock corporation incorporated under the laws of the State of Alabama, its successors and assigns.

**Section 2.** "Property" shall include the Common Area and shall mean and refer to that certain real property described in Exhibit "A", the real property described in Exhibit C and

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09:26 AM CERTIFIED  
SHELBY COUNTY JUDGE OF PROBATE

such additions thereto as may hereafter be brought within the jurisdiction of the Association. The plats of the Property are incorporated by reference.

**Section 3.** "Common Area" shall mean all real property owned by the Association (excluding, however, the detention pond adjoining Phase III, if it is ever owned by the Association) the for the common use and enjoyment of the members of the Association. The Common Area is described as follows:

For legal description to the Common Area of Meadow Brook Town homes Subdivision, see attached Exhibit "B".

**Section 4.** "Lot" shall mean and refer to lots shown on the plats filed in (i) Map Book 10 at Page 2, (ii) Map Book 12, Page 41, and (iii) Map Book 22, Pages 004-A and 004-B, in the Probate Office, and all amendments and re-recordings thereof, and all such Lots as may be depicted in subsequent sectors to the Property, in particular, the property described in Exhibit "C", and all amendments and re-recordings thereof and improvements on said future incremental Lots in said sectors. Conveyance of Lots may be by metes and bounds description or by Lot number. Ownership of a Lot hereunder shall include an undivided pro rata interest in the Common Area owned by the Association.

**Section 5.** "Member" shall mean and refer to every person or entity who holds membership in the Association.

**Section 6.** "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title (or if pledged or mortgaged, of an equitable right of redemption) to any Lot, but excluding those having such interest merely as security for the performance of an obligation.

**Section 7.** "Improvements" shall mean the structures, walls, pavement, plantings, carports and other additions built or placed on the Lots. It is intended that the Improvements reasonably meant for the Owner of a particular Lot will lie entirely within said Lot. In the event, that by reason of construction, settlement, reconstruction or shifting of the Improvements, any minor part of the improvements reasonably intended for a particular Lot lie outside that Lot, an easement of use shall apply thereto in favor of the Lot to be benefitted.

## **Article II. ROADS AND SEWERS**

The roads within the Property are public but the sewer facility serving the Property is owned by Birmingham Water Works Board (the "BWVB") and are subject to the rules, regulations and agreements promulgated by BWVB which are incorporated herein by reference thereto.

### **Article III. MEMBERSHIP**

Every Owner of a Lot which is subject to assessment by the Association shall be a member of the Association. The foregoing is not intended to include persons or entities who hold an ownership 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 assessment by the Association. The membership of the Association is subject to increase when and if there is further development of the Meadow Brook Town Homes as is more particularly set out in Article XIII hereof.

### **Article IV. VOTING RIGHTS AND CLASSIFICATION OF MEMBERS**

Members shall be all Owners as defined in Article I. Members shall be entitled to one (1) vote for each Lot in which they hold the interest required for membership by Article I. When more than one person holds such interest or interests in any Lot, all such persons shall be Members, and the vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one (1) vote be cast with respect to any such Lot.

### **Article V. PROPERTY RIGHTS**

**Section 1.** Owners' Easements of Enjoyment. Every Owner shall have a right and easement of enjoyment in and to the Common Area, and each easement shall be appurtenant to and shall pass with the title to every assessed Lot, subject to the following provisions:

- a) The right of the Association to limit the number of members and guests in the use of the Common Area;
- b) The right of the Association to borrow money for the purpose of improving the Common Area and facilities, and in aid thereof to mortgage said property.
- c) The right of the Association to suspend the voting rights of a Member for any period during which any assessment against their Lot is delinquent, or during which a Member is in violation of published rules and regulations adopted by the Association.
- d) The right of the Association to dedicate, transfer, or grant easements over all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the Association. No such dedication or transfer shall be effective unless an instrument signed by Members entitled to cast two thirds (2/3) of the votes hereof has been recorded, agreeing to such



dedication or transfer, and unless written notice of the proposed action is sent to every Member not less than thirty (30) days nor more than sixty (60) days in advance of such dedication or transfer.

- e) The right of the Association to enforce the easements and rights-of-way created hereby.

**Section 2. Delegation of Use.** Any Member may delegate, in accordance with the Bylaws, their right of enjoyment to the Common Area and facilities to the members of their family, their tenants or contract purchasers, all of whom must reside on the Property.

**Section 3. Title to the Common Area.** The fee title to the Common Area is retained by the Association, subject only to standard easements and restrictions that appear of record.

**Section 4. Reciprocal Easements.** Each Lot Owner grants to each other Lot Owner easements for the following uses and purposes:

- a) Maintenance, repair and replacement. An easement over and across and through each Lot for the maintenance, repair and replacement of Improvements. Use of this easement, however, for access to individual Lots shall be limited to reasonable hours, except that access may be had any time in case of emergency.
- b) Utilities. An easement for water, sewage, cable television and all utilities, for Improvements to all Lots.
- c) Easement for Encroachment. It is contemplated that on each of the Lots will be zero-lot line town homes. In the matter of the construction and completion of each of said townhouses certain eaves, roof overhangs, brick veneer or other wooden siding or other building materials that may be attached to the structural walls will or may encroach over onto either the air space or the real estate of an adjoining or contiguous Lot. There is hereby created on each of said Lots so affected an easement for said encroachments or overhangs created by said construction. In addition to the valid easements for each of said encroachments or overhangs there is also granted the right to maintain and repair the same so long as said encroachments and overhangs shall and do exist. In the further event that any structure comprising a said townhouse is totally destroyed and then rebuilt, the Owners of said townhouse so affected agree that said encroachments and easements shall be permitted in the matter of the reconstruction and the right of maintenance shall continue to exist.

**Article VI.**  
**COVENANTS FOR ASSESSMENTS**

**Section 1.** Creation of the Lien and Personal Obligation of Assessments. Each Lot owned within the Property agrees to pay to the Association:

- a) regular assessments or charges, to be collected either monthly, quarterly, or annually, and
- b) special assessments for capital improvements or other purposes, such assessments to be fixed, established, and collected from time to time as hereinafter provided.

The regular and special assessments, together with interest, cost and reasonable attorney's fees, if delinquent, shall be a charge and a continuing lien upon the property against which the assessment is made. Each such assessment, together with interest, costs and reasonable attorney's fees, if delinquent, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment became due.

Upon creation of Lots within the property described in Exhibit C or in any other land added to the Property, at the occasion of purchase of the Lot from the developer thereof, the first owner shall pay the Association a one-time \$100.00 dues payment exclusive of the prorated amount owed for the subject calendar year.

**Section 2.** Purpose of Assessments. The assessments levied by the Association shall be used exclusively for the benefit, health, safety, and welfare of the residents of the Property and for the improvement and maintenance of the Common Area. No Lot Owner shall have the right to receive back any assessment or contribution notwithstanding sale or other disposition of a Lot(s).

**Section 3.** Regular Assessments. The regular assessment for each calendar year, and the basis for payment thereof, shall be determined by the Association at the annual meeting of the Association as called for in the Bylaws. Such monthly assessment shall be paid under the terms hereof.

**Section 4.** Special Assessments. In addition to the assessments authorized above, the Association may levy a special assessment for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement, including fixtures and personal property, provided that any such assessment shall have the affirmative vote of two-thirds (2/3) of the Members who are voting in person or by proxy at a meeting duly called for this purpose, written notice of which shall be sent to all Members not less than thirty (30) days, nor more than sixty (60) days in advance of the meeting setting forth the purpose of the meeting.

**Section 5. Uniform Rate of Assessment.** Both regular and special assessments must be fixed at a uniform rate for all Lots and may be collected on a yearly, quarterly or monthly basis. Each Lot shall be assessed an equal portion of the total assessments. For example, if there are seventy-two (72) Lots in the Property, each Lot shall be assessed 1/72 of the total assessment. If thirty (30) more lots are later added within the Property, then each Lot shall be assessed 1/102 of the total assessment.

**Section 6. Quorum for any Action Authorized under Sections 3 and 4.** At any annual or called meeting for the purposes set out in Sections 3 and 4 hereof, the presence at the meeting of Members or of proxies entitled to cast sixty percent (60%) of all the votes of the membership shall constitute a quorum. If the required quorum is not present at any meeting, an adjourned meeting may be called, subject to any notice requirements set forth in the Bylaws of this Declaration, and the required quorum of any such adjourned meeting shall be one-half (½) of the required quorum at the preceding meeting. No such adjourned meeting shall be held more than sixty (60) days following the preceding meeting.

**Section 7. Date of Commencement of Annual Assessments; Due Dates.** The regular assessments provided for herein shall commence and shall be due as to each Lot on the first day of the month following the initial conveyance of the Lot from the developer thereof. For subsequent years, the annual assessment and basis for payment shall be fixed at the annual meeting of the Association. The annual assessment period shall be from January 1 to December 31st of the following year. The Association shall upon request furnish a certificate in writing signed by a representative of the Association setting forth whether the assessments on a Lot have been paid. Such certificates shall be conclusive evidence of payment of any assessment therein stated to have been paid.

**Section 8. Effect of Nonpayment of Assessments; Remedies of the Association.** Any assessments not paid when due shall be delinquent and shall be a continuing lien upon the Lot(s) until paid. If the assessment is not paid within fifteen (15) days after the due date, the assessment shall bear interest from the due date at the rate set by the Association, plus a penalty equal to five percent (5%) of the amount of the assessment. For the purpose of enforcing the lien of any unpaid and delinquent assessment, each Lot Owner grants the Board of Directors of the Association irrevocably the power to file of record in the Probate Office a Declaration of Lien, and/or to sell their Lot at public outcry to the highest and best bidder for cash. The Board of Directors is authorized to make such a public sale if and only if such sale is made subordinate to any prior recorded mortgage upon the Lot. The Association is hereby authorized to take any and all courses of action available to it for collection of the assessment which the laws of the State of Alabama allow. Any sale of the Lot to enforce the lien for delinquent unpaid assessments shall be free from equity of redemption, homestead and dower and all other exceptions, all of which are hereby expressly waived by Lot Owners; in any such sale the lien enforced thereby shall take precedence over and have priority over any and all other liens of every nature against the Lot, except real estate and ad valorem taxes assessed against the Lot and prior recorded mortgages. The proceeds of any such sale, whether under the power of sale or by foreclosure suit, shall be applied first to the payment of the expenses of protection the Lot and the expenses of litigation, attorney's fees, and sales commissions; and

second to the payment of real estate ad valorem taxes assessed against the Lot and any prior recorded mortgages; and third, to the payment of all amounts due the Association under the taxes of the Declaration and Bylaws, and the balance, if any, to the Lot Owner, whose Lot is sold, or their assigns.

All rights, remedies and privileges granted to the Association or a Lot Owner pursuant to any terms, provisions and covenants or conditions of the Declaration and Bylaws shall be deemed to be cumulative, and the exercise of any one or more shall not be deemed to constitute an election of remedies nor shall it preclude the party thus exercising the same from exercising such other and additional rights, remedies, or privileges as may be granted to such party by the Declaration and Bylaws or at law or in equity.

The Association may notify the holder of the first mortgage on any Lot for which any assessment levied pursuant to this Declaration becomes delinquent for a period in excess of sixty (60) days and any other case where the Owner of such Lot is in default with respect to the performance of any other obligation hereunder for a period in excess of sixty (60) days.

**Section 9. Subordination of the lien to Mortgage.** The lien for assessment created hereunder upon any Lot shall be subject and subordinate to the lien of any first mortgage. The holder of a first mortgage including a third party purchaser at a foreclosure of said mortgage who comes into possession of any Lot pursuant to the remedies provided in said mortgage shall take the Lot free of any claims for unpaid assessments or charges against the mortgaged Lot which accrued prior to the time such holder or third party purchaser came into possession of the Lot; provided that after the foreclosure of any such mortgage, there may be a lien created on the interest of such purchaser, assignee, or grantee as an Owner; and such subsequent assessment lien shall have the same effect and be enforced in the same manner as provided herein. Sale or transfer of any Lots shall not affect the assessment lien; however, the sale or transfer of any Lot pursuant to foreclosure of a first mortgage shall extinguish the lien of such assessment as to payments which become due prior to such foreclosure; provided, however, the lien shall continue and attach to any proceeds from any foreclosure sale which might be due unto the mortgagor of the Lot being foreclosed. No sale or transfer of a Lot (other than ones in lieu of foreclosure of a recorded first mortgage) shall relieve such Lot from liability for any assessment or for the lien thereof and no foreclosure (or transfer in lieu thereof) of any other mortgage shall relieve any Lot Owner from personal liability for assessments recorded prior to such foreclosure or transfer in lieu thereof.

**Section 10. Priority of Lien.** The lien established by this Article shall have preference over any other assessments, liens, judgments or charges of whatever nature, except the following:

- a) General and special assessments for real estate taxes on a Lot; and
- b) The liens of any mortgage instrument or encumbrances duly recorded on the Lot prior to the assessment of the lien thereon or duly recorded on said Lot after receipt of a written statement from the Board of

Directors reflecting that said liens were current as of the date of recordation of said mortgage instrument or other encumbrance.

**Section 11. Exempt Property.** The following property shall be exempt from the assessments created herein:

- a) all properties dedicated to and accepted by a local public authority; and
- b) the Common Area.

## **Article VII. MORTGAGEE'S RIGHTS**

**Section 1. Written Notification.** A first mortgagee of any Lot at its request is entitled to written notification from the Association of any default by the mortgagor of such Lot in the performance of such mortgagor's obligations hereunder, or under the By-Laws, that is not cured within thirty (30) days.

**Section 2. Unpaid Assessments.** Any first mortgagee or third party purchaser at a foreclosure of said mortgage of a Lot who comes into possession of the Lot pursuant to the remedies provided in the mortgage, shall take the Lot free of any claims for unpaid assessments or charges against the mortgaged Lot, which accrue prior to the time such holder or third party purchaser comes into possession of the Lot (except for claims for a pro rata share of such assessments or charges resulting from a pro rata reallocation of such assessments or charges to all Lots, including the mortgaged Lot).

**Section 3. Prohibitions of Making Changes.** Unless all of the first mortgagees of Lots have given their prior written approval, the Association shall not be entitled to:

- a) Change the pro rata interest or obligations of any Lot for purposes of levying assessments or charges or allocating distribution of hazard insurance proceeds or condemnation awards;
- b) Use hazard insurance proceeds for losses to any Improvements for other than the repair, replacement or reconstruction of such Improvements; or
- c) Abandon or terminate the Association except where abandonment or termination is provided by law in the case of substantial destruction by fire or other casualty or in the case of taking by condemnation or eminent domain.

**Section 4. Examination of Books.** First mortgagees shall have the right to examine the books and records of the Association and/or the project.

**Section 5. Adequate Reserve Fund.** An adequate reserve fund for the replacement, renovation or repair of Common Areas and, if necessary, the collection of such amounts as required to pay the sewer fees charged by BWVB will be established and funded by annual payments rather than by special assessments (unless otherwise changed under the terms hereof).

**Section 6. Lot Owner's Rights Subordinate to Mortgagee.** No Lot Owner, or any other party, shall have priority over any rights of the first mortgagees of Lots pursuant to their mortgages in the case of a distribution to Lot Owners of insurance proceeds or condemnation awards for losses to or taking of Lots and/or Common Areas.

**Section 7. Interest of a Mortgagee.** The interest of a first mortgagee in a mortgaged Lot shall be superior to the interests of any other person, group, partnership, corporation or entity of any kind, including any interest the Board or Directors or any Lot Owner may have in any portion of the premises, regardless of the nature of the interest or the manner in which it is acquired.

**Section 8. Additional Rights.** Notwithstanding the above, any first mortgagee shall have all of the rights granted to a first mortgagee herein, and in addition shall have all of the rights granted to a first mortgagee under its mortgage, and under the laws of the State of Alabama.

**Section 9. Prohibition of Partition.** No Lot may be partitioned or subdivided without the prior written approval of the holder of any first mortgage lien on such Lot.

**Section 10. Damage or Destruction.** In the event of substantial damage to or destruction of any Improvements or any part of the Common Areas, the holder of any first mortgage on a Lot will be entitled to timely written notice thereof.

## **Article VIII. MAINTENANCE**

**Section 1. Association Responsibilities.** The Association shall provide all maintenance and pay all expenses for the Common Area. In addition, the brick wall located on the boundary line of the subdivision fronting meadow Ridge Road, signage, underground watering systems, if any, and street lights for the development, if any, shall be maintained by the Association at its expense even if located on a Lot Owner's Lot. The real property taxes on the Common Area, if any, shall also be paid for by the Association, unless otherwise required by the tax assessor's office of Shelby County, Alabama.

**Section 2. Owner's Responsibilities.** Each Owner shall be responsible for all interior and all exterior maintenance, roofing, painting, repair and upkeep on their Lot and Improvements.

**Section 3. Association as Attorney In Fact.** Each Owner, by acceptance of a deed, hereby appoints the association as its attorney-in-fact to contract for the landscaping maintenance and upkeep of the Common Area of the Property, and agrees to pay a prorated portion of such expense as a part of the assessment fee.

**Section 4. Color Scheme.** As stated elsewhere herein, the decor and color scheme has been accepted by the Lot Owners and shall not be changed without Architectural Control Committee approval. This shall include changing the color scheme of the roof, color scheme of the exterior, trim and siding and including the installation of storm windows or decorative doors.

## **Article IX. USE RESTRICTIONS**

The Association, through a majority vote of the Board of Directors, shall have the right to enact rules and regulations to govern the use of the Common Area.

**Section 1. Land Use and Building Type.** No Lot shall be used except for residential purposes which shall include in the case of corporate ownership the use of such dwelling for either rental or temporary guest facilities, provided, however, that the dwelling shall not be used by such occupants as office space. No building shall be erected, altered, placed or permitted to remain on any Lot other than one single-family dwelling not to exceed three stories in height. No Lot shall be subdivided or any portion thereof sold to the extent that it would violate this instrument or the rules and regulations promulgated by the Shelby County Planning Commission and its zoning ordinance, specifically but not limited to, those requirements regarding density.

**Section 2. Fences.** No fences or walls shall ever be erected nor growing hedge rows planted and maintained on any Lot without first securing Architectural Control Committee approval as stated elsewhere herein.

**Section 3. Lot Area and Width.** No dwelling shall be erected or placed on any Lot that would violate the minimum requirements of the Shelby County Planning Commission or the then applicable governing Zoning body.

**Section 4. Record Map Easements for Utilities and Pedestrians.** Easements to each Lot for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plats. The granting of these easements of right of access shall not prevent the use of the area by the Lot Owner for any permitted purpose except for buildings. A right of pedestrian access by way of a driveway or open lawn area shall also be granted on each Lot, from the front Lot line to the rear Lot line to any utility company having an installation in the easement. The easement area of each Lot and all Improvements in it shall be maintained continually by the Owner of the Lot, except for those Improvements for which a public authority or utility company is responsible. Fences shall not be allowed to be constructed over or along any easement for public utilities or walkway easements as described herein and

on the record map unless such fence shall provide gates so as not to impede the pedestrian walkway. In addition to the easements shown on the recorded plat, there also appears an easement for pedestrian walkway. This walkway is provided so that Lot Owners may walk along the easement and down the side easement to the street right of way without necessity of securing permission from the adjoining Lot Owners.

**Section 5.**     Underground Wiring and Utility Easements. All of the Property is subject to those certain agreements and easements executed by the developers of the Meadow Brook Town Homes in favor of Alabama Power Company, BellSouth Telecommunications, Shelby Cable Company and Alabama Gas Corporation, or their subsidiaries, as recorded in the Probate Office.

**Section 6.**     Sewer Easements. All the Property shall be subject to the covenants, stipulations and agreements relative to the sanitary sewer system provided by BWWB, which said covenants are recorded in the Probate Office, and are incorporated by reference thereto.

**Section 7.**     Nuisances. 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. No recreational vehicles, no trailers, no boats nor mobile homes shall be permitted on the Property at any time. No vehicles shall be placed on blocks, either in the front or back yards of the Lots, nor shall junk cars be allowed to be parked anywhere on the Property. The Architectural Control Committee shall have the power and authority to have junk cars removed and by accepting a deed to the Lot, each Lot Owner herein agrees to indemnify and hold harmless the Architectural Control Committee from any such action. No Lot Owner shall be allowed to perform major maintenance on their vehicle, such as removing the engine or working on the block of the engine. Normal routine maintenance, such as changing spark plugs, changing oil, waxing the car on the premises, are allowable.

**Section 8.**     Temporary Structures. No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding shall be used on any Lot at any time as a residence either temporarily or permanently, unless approved by the Architectural Control Committee.

**Section 9.**     Signs. No sign of any kind shall be displayed to the public view on any Lot except one professional sign of not more than five (5) square feet advertising the property for sale or rent or signs used by the Developer to advertise the Property during the construction and sales period without prior written approval from the Architectural Control Committee.

**Section 10.**    Oil and Mining Operations. 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.



**Section 11. Livestock and Poultry.** No animals, livestock, or poultry of any kind shall be raised, bred or kept on any Lot, except that dogs, cats or other household pets may be kept provided they are not kept, bred, or maintained for any commercial purpose. At all times, dogs must be on leash when outside.

**Section 12. Garbage and Refuse Disposal.** No Lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in clean and sanitary conditions.

**Section 13. Water Supply.** No individual water supply system shall be permitted on any Lot unless such system is located, constructed and equipped in accordance with the requirements, standards and recommendations of both state and local public health authorities. Approval of such system as installed shall be obtained from such authority.

**Section 14. Sign Distance at Intersections.** No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between two (2) and six (6) 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 twenty-five (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 sight line limitations shall apply on any Lot within ten (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 obstruction of such sight lines.

**Section 15. Covenant with Respect to Maintenance of Lot and Improvements.** Each Owner shall keep their Lot and the Improvements thereon in good order and repair including, but not limited to, the seeding, watering and mowing of all lawns, the pruning and cutting of all trees and shrubbery, and the painting (or other appropriate external care) of the structure all in a manner and with such frequency as is consistent with good property management, unless the Association shall have undertaken to provide the landscaping maintenance of the Property, in which such event the Lot Owner will pay their proportionate share as a regular assessment.

No Owner of any Lot shall modify the structure on their Lot by adding a room or rooms, changing the roof lines, adding decks, materially changing or altering the color or making other alterations in the exterior appearance of the Improvements without the express written approval of the Architectural Control Committee. Each Owner, in acquiring title to their Lot, acknowledges that the decor, color scheme and design have been selected in such a manner to be consistent and harmonious with other home sin the Property and agrees to maintain their Lot and Improvements in such a manner as to maintain and perpetuate the visual harmony within the Property. In the event Lot Owners shall hang window draperies

over the windows facing the major street, said draperies shall be lined with a white sheer so as to perpetuate the visual harmony of the Improvements from the street.

The Architectural Control Committee shall have the right to determine whether a Lot Owner is properly maintaining and repairing their Lot and Improvements and shall have the right to order inspections to verify that the required maintenance are being satisfactorily met. In the event the Architectural Control Committee determines that the Lot Owner has failed to properly maintain and repair their Lot and Improvements, the said committee shall have the power to contract the required work as it deems appropriate and charge the Lot Owner the expense of said repairs and maintenance. This charge shall become a lien against the Owner's Lot all as more particularly described in this Declaration.

**Section 16. Damage or Destruction.** In the event of damage or destruction to an Improvement within the Property, the respective Owner thereof agrees as follows:

- a) In the event of total destruction, the Owner shall promptly clear the Lot of debris and leave the same in a neat and orderly condition until such time as the Owner might elect to rebuild and reconstruct the Improvements. Any such rebuilding and reconstruction shall be accomplished in conformity with the plans and specification of the original Improvements so destroyed, subject to any changes or modifications as approved by the Architectural Control Committee.
- b) In the case of partial damage or destruction, the Owner shall, as promptly as an insurance adjustment may be made, cause the damage or destruction to be repaired and restored in a first class condition in accordance with the plans and specification of the original Improvements and in conformity with its original exterior painting and decor. Any change or alteration must be approved by the Architectural Control Committee. In no event shall any damaged structure be left unrepaired and unrestored for in excess of sixty (60) days.

**Section 17. Architectural Control Committee.** As above stated, no building, fence, or wall shall be erected, placed or altered on any Lot<sup>1</sup> until the construction plans and specifications and plan showing the location of the structure; have been approved by the Architectural Control Committee as to quality of workmanship and materials, harmony of external design with existing Improvements, and as to location with respect to topography and finish grade elevation. Approval shall be provided as hereinbelow set forth:

- a) **Architectural Control Committee Membership.** The Architectural Control Committee is composed of five (5) members, all being

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<sup>1</sup> This restriction burdens all of the Property as defined in Article I, Section 2 hereinabove, including the property identified in Exhibit C. Any houses or townhouses built on the property identified in Exhibit C must obtain prior approval of the Architectural Control Committee as contemplated in Section 17.

homeowners who own no more than two (2) or no less than (1) Lot will be elected at the annual Association meeting. There will be no compensation for services performed by the Architectural Control Committee members. A majority of the Committee may designate a representative to act for it. In the event of death or resignation of any member of the Committee, the remaining members shall have full authority to designate a successor. Neither the members of the Committee, nor its designated representative shall be entitled to any compensation for services performed pursuant to this covenant. The Architectural Control Committee shall serve for five (5) years from the date of election or upon the sale of their Lot, whichever shall occur first.

- b) Committee Approval/Disapproval. The Committee's approval or disapproval as required in this Declaration shall be in writing. In the event the Committee, or its designated representative, fails to approve or disapprove within thirty (30) days after plans and specifications have been submitted, or in any event, if no suit to enjoin construction has been commenced prior to completion thereof, approval will not be required and the related covenants shall be deemed to have been fully complied with.
- c) Standards. For the purpose of assuring the maintenance of the Lots as a neighborhood of high standards, the Developer hereby adopts the following standards for architectural control: The committee shall have the right to disapprove any plans submitted hereunder because of failure to comply with any restrictions contained herein, failure to include any information required herein, objection to exterior design, or such other matter which would render the proposed structure or in use thereof inharmonious with the Improvements located upon other Lots within the Property, or surrounding neighborhoods.

**Section 18. Parking.** The following parking restrictions for all motorized vehicles shall be in effect for the Property:

- a) Parking allowed only in garages or on a concrete driveway.
- b) No parking allowed on roadways, streets or lawns.
- c) Parking is not allowed on any portion of the private driveways that access rear entry garages.
- d) The only exceptions allowed to the aforesaid three restrictions are: (i) for temporary guests, or (ii) as permitted by formal resolution of the majority of the Board of Directors.

- e) The Board of Directors has the authority to enforce the aforesaid parking regulations, and tow violators without any liability relating to such towing.

**Section 19. Communications Equipment.** No television, satellite dishes, radio or C.B. antennae will be permitted on the roof or any portion of the Improvements or Lot without first securing written permission from the Architectural Control Committee.

**Section 20. Enforcement.** Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant either to restrain violation or to recover damages. All enforcement provisions referred to in this Declaration shall be applicable in enforcing these Use Restrictions, including, but not limited to, the collection of a reasonable attorneys fee for the prosecution of said action along with the establishment of a lien against the Lot of the individual so affected.

**Section 21. Severability.** Invalidation of any one of these covenants by judgment or court order shall in no wise effect any of the other provisions which shall remain in full force and effect.

## **Article X. INSURANCE**

The Association shall secure and maintain in effect a policy of property damage insurance providing coverage in an amount not less than the full replacement value as determined annually by the Board of the improvements located within the Common Area. The policy shall include an "agreed amount endorsement" or its equivalent, if available, or an "inflation guard endorsement", if available. Such coverage shall afford protection against all risks. In addition thereto, the Association shall be required to maintain in effect a comprehensive general public liability insurance policy covering loss or damage resulting from an occurrence on the Common Area in such amounts as may be required by the Board, but not less than \$250,000 covering all claims for bodily injury or property damage or both arising out of a single occurrence.

## **Article XI. GENERAL PROVISIONS**

**Section 1. Enforcement.** The Association, or any Owner, shall have the right to enforce, by an proceeding at law, or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by this Declaration. Failure by the Association or by any Owner to enforce any covenant or restriction herein contained shall not be deemed a waiver of the right to do so thereafter.

**Section 2. Amendment.** The covenants and restrictions of this Declaration shall run with the land, and shall insure to the benefit of and be enforceable by the Association and the Owner of any Lot subject to this Declaration, their respective legal representatives, heirs,

successors, and assigns, for a term of twenty (20) years from the date this Declaration is recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years. The covenants and restrictions of this Declaration may be amended by an instrument signed by not less than seventy-five (75%) percent of the Lot Owners. Any amendment must be in writing and filed of record in the Probate Office.

## **Article XII. DISSOLUTION**

The Association may be dissolved with the consent given in writing and signed by not less than one hundred percent (100%) of the Owners. Upon dissolution of the Association, other than incident to a merger or consolidation, the assets, both real and personal, of the Association shall be dedicated to an appropriate agency to be used for purposes similar to those for which this Association was created. In the event that such dedication is refused acceptance, such assets shall be granted, conveyed and assigned to any non-profit corporation, association, trust or other organization to be devoted to such similar purposes.

## **Article XIII. FUTURE DEVELOPMENT**

As referenced in Section 4 of Article I hereinabove, there may be future lots created by the addition of real property to the Meadow Brook Town Home subdivision. In particular, the real property depicted in the attached Exhibit C, including any Lots created therein in the future, is hereby burdened by the terms and conditions of this instrument as evidenced by the owner's signature hereto.

Done as of this 22 day of May, 2001.

Exhibit D  
LEGAL DESCRIPTION

1. Lots 1 - 31 of Meadow Brook Townhomes, Phase I, as recorded in Map Book 10, Page 2 in the Office of the Judge of Probate of Shelby County, Alabama.
2. Lots 1 - 6 and 38 - 43 of Meadow Brook Townhomes, Phase II - 1<sup>st</sup> Sector, as recorded in Map Book 12, Page 41 in the Office of the Judge of Probate of Shelby County, Alabama.
3. Lots 7 - 34 of Meadow Brook Townhomes, Phase II - 2<sup>nd</sup> Sector, as recorded in Map Book 22, Pages 004-A and 004-B, in the Office of the Judge of Probate of Shelby County, Alabama.

Total number of lots = 71

Inst # 2001-20685

05/22/2001-20685  
09:26 AM CERTIFIED  
SHELBY COUNTY JUDGE OF PROBATE  
167.00  
053 CJ1

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PATRICIA YEAGER FUHRMEISTER  
JUDGE OF PROBATE

CUSTOMER RECEIPT #: 05/22/2001 26 CASHIER:CJ1

05/22/2001 20685 09:26:49 RESTCOVN	RECORD	159.00
	INDEX	4.00
	CERT	3.00
	LEGISL	1.00

Total Receipt Charges: 167.00

CHECK MEADOW BROOK 167.00

SHELBY COUNTY, ALABAMA 35051

Inst # 2001-20685

05/22/2001-20685  
09:26 AM CERTIFIED  
SHELBY COUNTY JUDGE OF PROBATE  
CJ1 167.00