

STATE OF ALABAMA)  
ELMORE COUNTY)

(AMENDED)  
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

FOR  
MEADOW WALK SUBDIVISION NO.1A

Recording Fee 18.00  
TOTAL 18.00

These Covenants are to run with the land and shall be binding on all parties and persons claiming under them for a period of 25 years from the date of the recording of the plat, after which time said Covenants shall be automatically extended for successive periods of 25 years, unless an instrument signed by a majority of the then Owners of the lots has been recorded agreeing to change said Covenants in whole or in part. Enforcement shall be by proceedings at law or in equity against the person or persons violating or attempting to violate any Covenants, either to restrain or to recover damages. Invalidation of any of these Covenants by judgment or court order shall in no way effect any of the other provision which shall remain in full force and effect.

Benjamin and Odell Jones being the sole owner of the real estate property embraced within the subdivision known as Meadow Walk Subdivision Plat No. 1A, recorded in Plat Book 13 Page 118, in the office of the Judge of Probate of Elmore County, Alabama, hereby imposes the following Protective Covenants, Conditions and Restrictions upon the property embraced in said Plat, the same to run with the title to the land to be enforceable in law and equity.

1. **LAND USE:** All lots in this subdivision shall be known and described as residential lots and shall be used for single family residential purposes with only one residence per lot permissible and no lot shall be further subdivided so as to create additional lots.
2. **RESIDENTIAL UNIT SIZE:** Each residence shall have a minimum square footage of Air conditioned and heated living area of at least 1,200 square feet. In case of a one and a half or two story structure, the ground floor shall be a minimum of 900 square feet air conditioned and heated area, exclusive of open porches, attached garages, or other non-living areas, each residence shall have a two (2) car garage or a two (2) car porch with a utility room. All construction must be done in conformance with the National Electrical Code, the Southern Standard Building Code and the requirements of the Alabama State Public Health Department. Construction must be commenced and be completed within 12 calendar months once construction has begun after purchase of property from Benjamin and Odell Jones. A penalty in the amount of 50.00 per day shall be assessed against the owner of the lot for each day after 12 months. The penalty shall be paid to Benjamin Or Odell Jones, who shall be entitled to file a lien against such lot for any unpaid amounts. A licensed contractor must perform all construction.
3. **BUILDING LOCATION:** No building shall be placed nearer than the building line shown on the plat or nearer than ten (10) feet to any side property line, or ten (10) feet to rear property line.
4. **ARCHITECTURAL CONTROL COMMITTEE:** No residence or other building shall be constructed, erected, placed or altered on any lot until construction plans and specifications and a

thereof, except that temporary "FOR SALE" or construction signs which do not exceed 2' by 2' in size will be temporarily allowed on a lot.

15. **RECREATIONAL VEHICLES:** No recreational vehicles of any kind can be rode within the subdivision at any time.
16. **SEWAGE DISPOSAL:** Until public sewer becomes available, sewage from any lot shall be disposed of by septic tanks and sub-surface disposal field lines of any type which meets all local and state requirements.
17. **STORAGE TANKS:** No outside storage tanks such as propane tanks or similar storage receptacles are allowed within the subdivision at any time.
18. **SATELLITE DISHES:** All satellite dishes must be placed at the rear of the home and not on the roof at any time.
19. **GARBAGE 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 trash receptacles of any kind must be returned to the backyard the same day as the trash service picks up.
20. **EXTERIOR LIGHTING:** Any lot with exterior lighting must be by the underground service only. This service must comply with the National Electrical Code and have Architectural Control Committee approval.
21. **MAILBOXES:** All mailboxes shall be constructed and located according to plans and specifications approved by the Architectural Control Committee or shall be purchased through the Committee. All original mailboxes or replacement mailboxes in the subdivision shall be of like kind and design as approved by the Architectural Control Committee.
22. **EASEMENTS:** All easements for installation and maintenance of utilities and drainage facilities are reserved as written on the plat. The granting of the easement or right of access shall not prevent the use of the area by the owner for any permitted purpose except for building. A right of pedestrian access by way of a driveway or open lawn area shall also be granted on each lot, from the front line to the rear lot line, to any utility company having an installation in the easement.
23. **RIGHT OF WAY EXCAVATION:** Should there be any excavation or disturbing of road right of way during construction such right of way shall be graded, seeded and re-established by the end of construction of the residence. This responsibility shall be the responsibility of each lot owner and the owner's contractor.
24. **CONSTRUCTION RESIDENTS:** All residences are to be constructed within twelve (12) months after the beginning of construction. A dumpster must be on site during the course of construction.
25. **THE ARCHITECTURAL CONTROL COMMITTEE (ACC):** The architecture of any house to be erected on said lots in addition to the square foot limitations contained above shall be generally in substantial harmony and conformity with the general prevailing type architecture in the vicinity. No building or addition thereto, or fence, or ancillary structure shall be erected, altered or placed on any lot until and unless the construction plans and specifications and a plan showing the location of the structure on the lot have been approved by the Architectural Control Committee, hereafter

plat showing the location of the structure have been approved by the Architectural Control Committee. All such details must be furnished to such committee a minimum of 30 days prior to beginning such work. See Item 25 below for further details. In addition, at least fifty (25) percent of the outside structure shall consist of brick.

5. **OUTBUILDINGS:** Detached garages, storage buildings, or outbuildings may be constructed incidental to the main residential unit; however, any such building must be located in the rear center, one third of the lot. The minimum size of any such building shall be 12' by 12', and shall be constructed of same material as the residence.
6. **MOBILE HOMES OR TEMPORARY STRUCTURES:** No modular homes, doublewide homes, prefab homes, trailers, tents, mobile homes, or similar structures or outbuilding shall be placed or allowed on any lot either temporarily or permanently.
7. **DRIVEWAYS:** Each lot owner shall be required to furnish and place a driveway pipe at each driveway of the size and requirements which conform to standards of the Elmore Engineer's Office. All driveways must be concrete.
8. **FENCING:** Fences are to be constructed of brick, or wood. Fence shall not extend forward past the rear corners of any residence and must be approved in advance by the Architectural Control Committee. All fences are to be **exactly** six (6) feet.
9. **GENERAL APPEARANCE:** Unsightly and/or hazardous conditions shall not be allowed. It shall be the responsibility of each lot owner to prevent the development of any unclean, unsightly, or unkempt conditions of buildings and /or grounds of his respective lot which shall tend to substantially decrease the beauty of the neighborhood as a whole or the specific area. Grass should not exceed 5 inches in height.
10. **NUISANCES:** No obnoxious or offensive trade or activity shall be conducted upon any lot nor shall anything be done thereon which may be or become an annoyance or nuisance in the neighborhood.
11. **VEHICLE MAINTENANCE AND REPAIR:** No vehicle maintenance or repair shall be performed on any vehicle upon any portions of the subject property. All repairs to disabled vehicles within the property must be completed with twenty-four (24) hours from its immobilization or the vehicle must be removed. The Association shall be allowed to maintain and store its maintenance vehicle, if applicable, on specified areas of the property as necessary for the operation and maintenance of the Association Property and Areas of Association Responsibility.
12. **LIVESTOCK AND POULTRY:** No animals, livestock of any kind shall be allowed within the subdivision at any time.
13. **OIL AND MINING OPERATION:** No oil or gas drilling or mining operation of any kind shall be permitted on any lot.
14. **BILLBOARDS:** No billboards or other advertising device shall not be erected or permitted on any lot, nor shall anything be done or permitted on any lot which will deface or mar the natural beauty

referred to as ACC. In all respects, the ACC shall be comprised of not less than two (2) individual as designated by Benjamin or Odell Jones, or its successors and assigns. The ACC must approve all construction and improvements on each lot within the plat herein set out, including building with two (2) sets of plans for the proposed construction, renovation, improvements, or other action requiring ACC approval. One set will be retained by the ACC and one set will be returned to the builder or lot owner. The ACC will establish its own requirements, procedures, policies and scheduled which shall be available, upon request, to owners, their architects and builders. All approvals by the ACC must be in writing and signed by one member of the ACC. The declarant may assign the duties of the ACC. Should the ACC fail to approve or reject the plans and specifications as submitted within thirty (30) days with proof of delivery, then the same shall be deemed to have been approved and the owner or builder seeking such approval shall be entitled to proceed with construction as if approval was given.

26. **COVENANT ENFORCEMENT:** These protective covenants for Meadow Walk may be enforcement enforced in law or in equity by any affected party who shall be entitled to recover all costs of enforcement including a reasonable attorney fee if such enforcing party prevails in such action. The Architectural Control Committee shall be entitled but not obligated to enforce there covenants.
27. **ROOF PITCH:** All roofs pitches on any and all structures including residences and out buildings shall be a minimum of 8 rise 12 pitch.. Roof should consist of architecture shingles only.
28. **HOME OWNERS ASSOCIATON:** Meadow Walk residents are required to pay twenty-five (25) dollars a month to the ACC until a homeowners association is established for the purpose of maintaining the common area of the subdivision.

By: Benjamin Jones  
**Benjamin Jones or Odell Jones**  
**Managing Member**