

**DEED RESTRICTIONS FOR LOTS  
IN THE MEADOWLANDS,  
MARENGO COUNTY, ALABAMA**

STATE OF ALABAMA  
MARENGO COUNTY

The undersigned Johnny R. Moseley and wife, Mary M. Moseley, who are the owners of all of the lots in The Meadowlands Subdivision, a Map or Plat of which is on record in the Office of the Probate Judge in Marengo County, Alabama in Map Book 4 at page 41, do for themselves, their successors or assigns, covenant as follows:

(1) All of said Lots in the Subdivision shall be known and described as residential lots, and shall be used for single family residential purposes only.

(2) The developer of The Meadowlands Subdivision has adopted a comprehensive plan for the development of The Meadowlands as a harmonious subdivision. In order to insure complete compliance with the owners plans for the development of The Meadowlands an Architectural Control Committee composed of Johnny R. Moseley and Mary M. Moseley are hereby vested with extraordinary powers to regulate all phases of the construction of the single family home and other improvements upon the property described in this Deed. A majority of the Architectural Control Committee may designate a representative to act for it. In the event of death or other resignation of any of the members of this Committee the other remaining members of the Committee shall designate a successor. The members of the Committee and the Committee's designated representative shall not be entitled to any compensation for services performed pursuant to these covenants.

(3) The Architectural Control Committee shall have the powers to enforce the set back line minimums for any structure constructed on the property. The side, rear and front building set back lines may differ for the various parcels of property made subject to these restrictions, but no front set back line shall be less than one hundred (100) feet from the edge of the road nearest to any of the said set back lines.

(4) The home to be constructed on this property shall contain at least two thousand (2000) square feet of floor space that is heated and cooled exclusive of open porches, breezeways, carports, garages and unfinished basement areas, and shall have at least a two car garage.

This instrument was prepared by  
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Demopolis, AL 36732

(5) For the purpose of this covenant eaves, steps, porches and open terraces at ground level shall not be considered as part of the building, provided, however, that this shall not be construed to permit any portion of a building on a lot to encroach upon another lot.

(6) No lot shall be divided or severed to create two or more smaller lots; however, this paragraph shall not be construed so as to prevent a lot from being divided between adjoining landowners to increase the size of the adjoining lot or lots.

(7) No building, swimming pool, or other structure shall be erected, placed or altered on this parcel until the construction plans and specifications therefore, as well as a 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 structures, and as to location with respect to topography and finish grade elevation.

(8) Lots 1 through 7 will share equal ownership rights for Lake No. 1, although the boundary of Lots 1, 4 and 7 do not touch Lake No. 1. Lots 8 through 18 shall share equal ownership in Lake No. 2, and Lots 19 through 25 will share equal ownership in Lake No. 3.

Subject to changes to be made by Lake Owners at a future time, the following rules shall apply to the Lakes:

(a) Only owners, immediate family and guests accompanied by owners or family members may use the respective Lakes.

(b) No Boat Houses.

(c) No pier more than 25 feet from shore or 50 feet total length.

(d) All wood used on piers must be pressure treated, and piers must be well maintained, and kept at a high standard of appearance.

(e) All piers must be approved by the Architectural Control Committee before construction.

(9) No noxious or offensive activity shall be carried on upon this parcel, nor shall anything be done thereon which may become an annoyance or nuisance to the neighborhood, nor shall any of the inhabitants of this parcel or property be allowed to open, start, practice, or otherwise conduct business (except on an incidental basis) on or out of their residence.

(10) No Structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding shall be used on this property at any time as a residence either temporarily or permanently without the pre-approval set amount of days of

existence of the Architectural Control Committee.

(11) No signs of any kind may be displayed to the public view on this property 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 the construction and sale period.

(12) No satellite disc, antennas or structures of similar nature shall be constructed or placed in front of or to the sides of the residence dwellings to be constructed on this property. If it is determined that existing trees obstruct the satellite signal, the disc may be relocated with the consent of the A.C.C.

(13) There shall be no swine, goats, sheep, poultry, livestock of any kind to be raised, bred, or kept on any Lot except that dogs, cats or other household pets may be kept, provided that they are not kept, bred, or maintained for commercial purposes.

(14) This property shall not be used or maintained as a dumping ground for rubbish, trash, garbage, or other waste. All such rubbish, trash, garbage, or other waste accumulated through normal residential use of said property shall be kept in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition. This property shall not be used as a storage place for wrecked automobiles or any type of salvaged material.

(15) No outside toilets shall be erected on the premises. Sewage disposal systems for each lot are to be designated and approved on an individual basis by a certified engineer with the approval of the Marengo County Health Department.

(16) No fences of any kind are to be constructed on or off the property lines for any reason. Trees, shrubs, flowers, and hedges may be planted along property lines for privacy, beauty, or boundary representation. Fencing the perimeter of swimming pools must gain consent of the Architectural Control Committee before proceeding.

(17) Each lot owner in The Meadowlands will contribute \$125.00 per year, which money shall be due and payable on or before the 1st day of September of each year, this being for the purpose of road maintenance. This money will be used as needed to repair the existing main road only, but not private drives. These fees may be lowered at sometime, but may never exceed the initial \$125.00 per year without changes in these covenants. These monies shall be collected by the Architectural Control Committee, and deposited in Robertson Banking Company to be used at its discretion. For purposes of this paragraph, the year shall be considered to begin in September of each year, and anyone purchasing a lot after the 1st of September shall pay a pro-rata part of the \$125.00 annual fee for the 1st year of ownership. It is understood; however, that the road is owned by the property owners, and in the event of a

natural disaster or other unusual occurrence causing damage or destruction to the road, then it shall be the responsibility of the property owners to repair and/or replace the road bed.

(18) These Deed Restrictions are to run with the land, and shall be binding on all parties owning property in this subdivision, their heirs, assigns, and all persons claiming under them for a period of time which expires on December 31st, 2007. However, these restrictions may be modified by an instrument recorded with the Probate Court of Marengo County, Alabama, signed by majority of the then owners of the parcels which are subject to these restrictions, who may agree to change said covenants in whole or in part.

(19) If any owner or their successors, heirs or assigns shall violate or attempt to violate any of the covenants herein, it shall be lawful for any other person owning any real property situated in The Meadowlands Subdivision to prosecute any proceeding at law or in equity against the person or persons violating or attempting to violate any such covenants and either to prevent him, or them, from so doing by injunctive relief or to recover damages for such violations. Any party hereto, their successors, heirs or assign found in violation or attempted violation of any of the covenants herein further agrees to pay the cost of Court and reasonable Attorney's fee for the enforcement of these Covenants.

(20) Invalidation of any one of these restrictions by judgment, or court order, shall in no wise affect any of the provisions hereof the same to remain in full force and effect as if such invalid provision had not been contained herein.

IN WITNESS WHEREOF, Johnny R. Moseley and wife, Mary M. Moseley have executed this instrument on this the 19<sup>th</sup> day of June, 1997.

Johnny R. Moseley  
Johnny R. Moseley  
Mary M. Moseley  
Mary M. Moseley

STATE OF ALABAMA  
MARENGO COUNTY

I, the undersigned, a Notary Public in and for said State and County, hereby certify that Johnny R. Moseley and wife, Mary M. Moseley, whose names are signed to the foregoing instrument, and who are known to me, acknowledged before me on this day that, being informed of the contents of said instrument, they executed the same voluntarily on the day the same bears date.

**AMENDMENT TO DEED RESTRICTIONS FOR  
IN THE MEADOWLANDS,  
MARENGO COUNTY, ALABAMA**

STATE OF ALABAMA  
MARENGO COUNTY

The undersigned, Johnny R. Moseley, John M. McAlpine and wife, Pamela McAlpine, Charles L. Wilson and wife, Joyce B. Wilson, Bryan T. Spruell and wife, Tammy B. Spruell, who are presently all the owners of the Lots in The Meadowlands Subdivision, a Map or Plat of which is on record in the Office of Judge of Probate of Marengo County, Alabama in Map Book 4 at page 41, do agree to amend those certain Deed Restrictions dated the 19th of June, 1997 and recorded in the Probate Office of Marengo County, Alabama in Deed Book 9-B at pages 268-272 as follows:

Paragraph Four (4) of those Deed Restrictions is changed to read that the home to be constructed on this property shall contain at least One Thousand Seven Hundred Fifty (1750) Square Feet rather than Two Thousand (2000) Square Feet of floor space that is heated and cooled exclusive of open porches, breezeways, carports, garages and unfinished basement areas, and shall have at least a two car garage.

All other paragraphs of the original Deed Restrictions shall remain in full force and effect, and all present Deeds will refer to the original Restrictive Covenants, and amended Restrictive Covenants dated the date of this Amendment, and setting out the Deed Book and page where this Amendment is recorded.

IN WITNESS WHEREOF, we, the undersigned, have executed this instrument on this the \_\_\_\_ day of \_\_\_\_\_, 2002.

\_\_\_\_\_  
Johnny R. Moseley

\_\_\_\_\_  
John M. McAlpine

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AMENDED DEED RESTRICTIONS  
FOR LOTS IN THE MEADOWLANDS,  
MARENGO COUNTY, ALABAMA

Marengo County, AL  
Cindy D. Neilson  
Judge of Probate  
Recording Fee: \$19.00  
Taxes: \$.00  
Total: \$19.00

STATE OF ALABAMA  
MARENGO COUNTY

The undersigned Johnny R. Moseley, and the other Owners of the Lots in the Meadowlands, whose names will be signed to the bottom of this document, who are the Owners of all the Lots in the Meadowlands Subdivision, a map or plat of which is on record in the Office of the Probate Judge of Marengo County, Alabama in Map Book 4 at page 41, do for themselves, their successors and assigns, covenant as follows:

The parties acknowledge that there were Deed Restrictions executed by Johnny R. Moseley and wife, Mary M. Moseley on the 19th day of June, 1997, and recorded in the Probate Office of Marengo County on July 2<sup>nd</sup>, 1997 in Book 9B at pages 268-272, and the parties do agree that those Deed Restrictions shall be amended to include the names of the individuals signed below, and to remove the name of Mary M. Moseley.

(1) Paragraph number (1) of the original Deed Restrictions shall remain the same, and paragraph number (2) shall remain the same, except that Mary M. Moseley will be removed as a member of the Architectural Control Committee.

(2) Paragraphs (3) through (16) shall remain the same.

(3) Paragraph (17) shall be struck, and remaining in paragraph (17) will be the wording, "It is understood that the existing main road is owned by the property owners, and in the event of a natural disaster or other unusual occurrence causing extreme damage or destruction to the road, then it shall be the responsibility of the property owners to repair and/or replace the road bed.

(4) Paragraph (18) is hereby amended to show that these Deed Restrictions will not expire, but will be perpetual. The remaining portion of that paragraph shall remain in full force and effect concerning modification by the owners.

(5) Paragraphs (19) and (20) shall remain the same as originally written.

IN WITNESS WHEREOF, Johnny R. Moseley,

Johnny R. Moseley