

**RESTRICTIVE COVENANTS  
OF  
OPEN MEADOWS SUBDIVISION**

THIS DECLARATION made as of the \_\_\_\_\_ day of \_\_\_\_\_, 2007, LCV Development Co., Inc., an Alabama corporation, (hereinafter referred to as "Developer"), and for its successors and assigns, for the purpose of creating restrictions running with the land with respect to the development and construction on the real property owned by Developer which is described with particularity as follows:

All lots of OPEN MEADOWS SUBDIVISION as the same appears of record in Plat Book     L    , Page     77    , Probate Office of Etowah County, Alabama whose legal description is as follows:

DESCRIPTION: COMMENCE AT THE N.W. CORNER OF THE N.W. 1/4 OF THE N.E. 1/4 OF SECTION 34, THENCE S00°49'00"W AND ALONG THE WEST LINE OF SAID 1/4 A DISTANCE OF 200.34 FEET, THENCE S88°06'00"E A DISTANCE OF 297.10 FEET TO A POINT SAID POINT BEING THE POINT OF BEGINNING, THENCE CONTINUE S88°06'00"E A DISTANCE OF 292.70 FEET, THENCE N00°49'00"E A DISTANCE OF 84.06 FEET TO A POINT OF CURVE TO THE LEFT HAVING A RADIUS OF 50.0 FEET A CHORD BEARING OF N19°15'06"E AND A CHORD DISTANCE OF 94.87 FEET, THENCE N00°49'00"E A DISTANCE OF 229.34 FEET, THENCE S87°55'00"E A DISTANCE OF 337.76 FEET TO A POINT IN THE CENTER LINE OF A DITCH, THENCE AND ALONG SAID SAID CENTER LINE AS FOLLOWS; N28°50'53"E, 42.15'; N36°58'22"E, 85.31'; N13°58'00"E, 30.36'; N10°30'00"E, 134.56'; N13°12'00"E 16.90'; N07°59'00"E, 119.78'; N07°50'00"E, 57.34'; N05°08'00"E, 131.93'; N02°04'00"E, 45.99'; N07°09'00"E, 105.92'; N12°35'00"E, 56.06', THENCE N88°06'00"W AND LEAVING SAID CENTER LINE OF SAID DITCH A DISTANCE OF 819.68 FEET, THENCE S00°49'00"W A DISTANCE OF 393.73 FEET, THENCE N88°06'00"W A DISTANCE OF 279.67 FEET TO A POINT IN THE EAST LINE OF BACHELORS CHAPEL ROAD, THENCE S00°49'00"W AND ALONG SAID EAST LINE A DISTANCE OF 134.52 FEET, THENCE S87°55'00"E AND LEAVING SAID EAST LINE A DISTANCE OF 279.60 FEET, THENCE S00°49'00"W A DISTANCE OF 675.00 FEET TO THE POINT OF BEGINNING, SAID LANDS CONTAINING 17.93 ACRES MORE OR LESS AND BEING A PART OF THE N.W. 1/4 OF THE N.E. 1/4 OF SECTION 34 AND A PART OF THE S.W. 1/4 OF THE S.E. 1/4 OF SECTION 27, ALL IN TOWNSHIP 11 SOUTH, RANGE 7 EAST, SAID LANDS BEING SUBJECT TO ANY RIGHTS OF WAY OF ROADWAYS OR EASEMENTS THEREON.

(Hereinafter the "Property")

**WITNESSETH:**

WHEREAS, the Developer is the owner in fee simple of the Property situated in Etowah County, Alabama described with particularity above; and

WHEREAS, the Developer desires to make the declarations and specifies that the provisions hereof shall constitute covenants running with the land and shall be binding upon the Developer, and its successors and assigns and all subsequent purchasers of all or any part of the Property, together with their grantees, successors, heirs, executors, administrators, devisees, and/or assigns and any and all persons who acquire any right, title, or interest in the Property, for the entire term of this Declaration, as defined herein.

NOW, THEREFORE, the Developer hereby makes the following declarations and specifies that the provisions hereof shall constitute covenants running with the land and shall be binding upon the Developer, and their personal representatives, heirs, successors and assigns and all subsequent purchasers of all or any part of the Property, together with their grantees, successors, heirs, executors, administrators, devisees, and/or assigns and any and all persons who acquire any right, title, or interest in the Property or any part thereof, for the entire term of this Declaration, as defined herein:

1. **Land Use and Building Type:** The Property is currently divided into parcels as described in Exhibit "A" attached hereto and incorporated herein. The Property may not be re-divided or amended in any way from Exhibit "A" and no portion of any parcel may be conveyed apart from the whole parcel. The Property shall be used for residential purposes only. No structure shall be erected, altered, placed or permitted to remain on any parcel of the Property other than one (1) single-family dwelling not to exceed two stories in height, and a private garage for not more than three cars. This shall not prevent a freestanding garage, gazebo, or guesthouse on any parcel of the Property. All plans and specifications for proposed structures must be presented to the Architectural Control Committee (as defined herein.) and must meet the approval of the Architectural Control Committee (hereinafter the "Committee") pursuant to Section 16 herein, prior to the beginning of construction.
2. **Architectural Control:** No home, garage, or other structure shall be erected, placed or altered on any part of any parcel of the Property, or on the Property itself, until the construction plans and specifications and a plan showing the location of the structures have been approved by the Committee pursuant to the procedures as discussed in Section 16 herein. No fence or wall shall be erected, placed or altered on any parcel of the Property or on the Property itself, nearer to any street than the minimum building set back lines as set forth by the appropriate governing body. The Committee shall have the power to alter set back lines on any corner parcel of the Property or any other irregularly shaped parcel of the Property when, in the Committee's sole judgment, said alteration will not adversely effect the value of adjoining parcels of the Property, the Property as a whole, or any adjoining property or conflict with zoning regulations in force. Approval shall be as dictated in Section 16 herein.
3. **Dwelling, Size and Quality:** No dwelling shall be built upon any parcel of the Property which does not contain a minimum of 1400 square feet, exclusive of open porches and garages. All structures must be constructed in a good and workmanlike manner of quality building materials and supplies. Such materials, supplies, and workmanship must meet or surpass the minimum property requirements of the Federal Housing Authority and/or the Southern Standard Building Code in effect on the date of the commencement of construction. The exterior design of the structures on the parcel of the Property, and on the Property itself, must be in accordance with the following:
  - a. All exterior wood surfaces shall be either stained or painted consistent with the architecture of the structure.
  - b. The roof on all structures must have a minimum of 6/12 pitch.
  - c. Structures shall be so constructed as to not have visible or exposed view in

the foundation or in the structure itself, any concrete blocks, whether such blocks be painted or covered with stucco or cement. This restriction shall not exclude the use of concrete bricks in the foundation or any other portion of the structure.

- d. All driveways on the Property must be concrete.
  - e. All structures must be completed within nine (9) months from the date construction begins.
4. **Structure Location:** All structure constructed on each parcel of the Property shall not be located nearer than thirty (30) feet to a front parcel line nor nearer than fifteen (15) feet to an interior parcel line.
  5. **Accessory Structures:** Accessory structures may be constructed on the parcels of the Property provided they are of like construction in finish and architectural character to the main residential structure and providing that they are approved by the Committee.
  6. **Fences:** No chain link or wire fence nor any walls shall be allowed in front of any dwelling. All types of fencing and/or walls constructed on the Property must be approved by the Committee. No fence or wall shall be constructed in excess of four (4) feet in height.
  7. **Garbage and Refuse Disposal:** Neither the Property nor any parcel of the Property shall not be used or maintained as a dumping ground for rubbish. Trash, garbage, or other waste shall not be limited to household waste and shall kept in sanitary containers at all times.
  8. **Forbidden Structures:** No structures of a temporary character and no mobile homes, trailers, trailer-type residences, shacks, tents, barns, and other outbuildings, shall be used on the parcel at any time, whether temporarily or permanently.
  9. **Signs:** No signs of any kind shall be displayed to public view on any parcel of the Property, except that not more than two signs of more than five (5) square feet each advertising any parcel of the Property for sale or rent, or signs used by a builder to advertise any parcel of the Property during the construction and sales phases and periods shall be allowed on each parcel of the Property.
  10. **Sewer Disposal:** No individual septic-disposal systems shall be permitted on any parcel of the Property unless such system is designed, located and constructed in accordance with requirements, standards, and recommendations of the local public health authority.
  11. **Nuisance:** No noxious or offensive activities shall be carried on upon any parcel of the Property or upon the Property itself. In addition, nothing shall be done upon any parcel of the Property or upon the Property itself which is or may become an annoyance and/or nuisance to the neighboring parcels of the Property, the Property itself, neighboring real property, and the neighborhood itself.
  12. **Animals and Poultry:** No animals, livestock or poultry of any kind shall be raised, bred or kept on any parcel of the Property or on the Property itself, except dogs, cats or other

household pets may be kept, provided that they are not bred or maintained for commercial purposes.

13. **Utility Service Lines:** All utility service lines extending service to any dwelling constructed on any parcel of the Property shall be installed and maintained underground.
14. **Easements:** The Property, including all parcels, shall be subject to easements for utilities and drainage as indicated on the recorded plat.
15. **Architectural Control Committee:** The Architectural Control Committee shall be composed of Vester Hill and Leann Hill Rainey or their designated representatives. If either of Vester Hill or Leann Hill Rainey is unable to serve or continue to serve as on the Committee for any reason including, but not limited to, death, resignation or incapacity, then Sheila Muller shall serve in his or her place. If the remaining member of Vester Hill and Leann Hill Rainey is unable to serve or continue to serve as on the Committee for any reason including, but not limited to, death, resignation or incapacity, then Karen Bates shall serve in his or her place.
16. **Architectural Control Committee Submission Procedure:** The Committee's approval or disapproval as required in these covenants and requirements shall be in writing. Any item that is required to be submitted for approval pursuant to the terms of this Declaration, shall be submitted to the Committee in writing, detailing the specific item and the specific request. If in the Committee's sole discretion, it chooses to not approve an item, then the person submitting the request shall be restricted from acting upon such item. Approval of plans and specifications shall not render the Committee liable for any deficiency in such plans or specifications or deficiencies in the structure constructed in accordance with such plans and specifications.
17. **Term:** These restrictions and covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of twenty-five (25) years from the date these covenants are recorded.
18. **Enforcement:** Enforcement of these covenants shall be by proceedings at law or in equity against any person or persons violating any of the covenants or to recover damages and shall be enforceable by any owner of a parcel of the Property or by any owner of real property adjoining the Property.
19. **Severability:** Invalidation in whole or in part of any one of these restrictions or covenants by judgment or court order shall in no way affect any of the other provisions which shall remain in full force and effect.
20. **Modifications:** In the event that the enforcement of these restrictions shall work as a hardship on the owner of the Property in regard to the location of the residence upon said Property due to the topography of the Property, the necessary location of the septic tank and drainage field installation and the architecture of the residence proposed to be located on said Property, then the owner, if he deems a modification of these restrictions to be in the best

interest of the other parcels included within these restrictions and the owner of such parcel, upon the written approval of the Committee, shall be authorized to modify or amend the restrictions established as to such individual parcel by filing an amendment to these restrictions in the office of the Judge of Probate of Etowah County, Alabama.

21. **Successors Bound:** The acceptance of a deed or conveyance or entering into a lease or entering into occupancy of any residence constructed on the Property shall constitute an agreement that the provisions of this Declaration are accepted and ratified by such owner, tenant and/or occupant, for the term of this Declaration, and all such provisions shall be covenants running with the land and shall bind any person having any interest or estate in any lot consisting of any part of the Property as though such provisions were recited and stipulated at length in each and every deed of conveyance and/or lease thereof, for the entire term of this Declaration. In addition, all sales and/or leases of lots consisting of any part of the Property shall be made subject to these restrictive covenants herein for the entire term of this Declaration.

IN WITNESS WHEREOF, this document has been executed as of the day and year first above written.

LCV Development Co., Inc.

By: \_\_\_\_\_  
Leann Hill Rainey,  
Its. President/Secretary

By: \_\_\_\_\_  
Vester Hill,  
Its. Vice President/ Treasurer

STATE OF ALABAMA  
\_\_\_\_\_ COUNTY

I, the undersigned authority, in and for said County, in said State hereby certify that **LEANN HILL RAINEY**, whose name as President/ Secretary of LCV Development Co., Inc., a corporation, and **VESTER HILL**, whose name as Vice President/ Treasurer of LCV Development Co., Inc., a corporation, are signed to the foregoing sales agreement, and who are known to me acknowledged before me on this day that, being informed of the contents of the sales agreement, he and she, as such officers, and with full authority, executed the same voluntarily for and as the act of said corporation.

Witness my hand and official seal, this \_\_\_ day of \_\_\_\_\_, 20\_\_.

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Notary Public