Map of Sturbridge Plat No.10

Lying in the Northwest Quarter of Section 33, T-16-N, R-19-E Montgomery County, Alabama

Goodwyn, Mills & Cawood, INC. Engineers — Architects — Planners — Surveyors

125 Interstate Park Drive Montgomery, Alabama

February 22, 1994

Scale: 1"=50"

Office	Drown	Fluid	Project	Cleave
Checked	By	Shahed	Number	
DBR	HB/EN	Sc	43037	MIR

50P-10 202,760.68 S.F. / 6.5 Act

PLAT. 8X 42PG143

Inclaration of Protective Covenants Conditions and Bestrictions for Starbeides Pleatation Plat 10

Executions and Emetricions Plant 10

By adoption of this Plat, Southern Boulevard Corporation, a corporation, comer of all of the lets and land embraced herein, hereby grants to Alahama Foury Company, Bixis Electric Comparative, Bouth Contral Bell Telephone Company, and Alahama Gas Corporation, their associates as assigns, or other appropriate public or quasipublic utilities, the encounts as shown along med ever all of the lets and preparty reflected hereon and grants to such utility the right to construct, install, operate and mintain its facilities, including all conduits, onblos, transclocures and other appliances unseful or associaty in commercion therewith, within a tan (10) foot escenament as shown on the recorded plat along that portion of each lot abutting a dedicated streat, and any other general utility essential gas services, upon, under and across said enaments, of electrical power, underground communication services, and anatural gas services, upon, under and across said enaments. Together with all the rights and privileges mecessary or convenient for the use thereof, including the right of ingress and egreen to and from said facilities and the right to excavate for installation, replacement, repair and removal thereof; and also the right to out and keep clear any and all obstructions or educates of whatever character on, under and shove said facilities. Also granted hereby is the right to install and maintain underground service laterals from said general utility encoments to serve the bailding or baildings on each lot herein. Each of the safety of matter and exceptions or equivalent or exceptionally perpendicular crossings by other utilities) four (4) feet in width in which to install and maintain underground exceptional perpendicular crossings by other utilities) four (4) feet in width in which to install and maintain underground service laterals from the front property line of each let to serve the hailding or baildings on each lot herein, however, it shall be the responsibility of the utility

By the adoption of this plat, Southern Soulevard Corporation, somer of all of the lots and lands embraced merein, hereby adopts the following protective convenants and imposes them upon the property comprising said plat and upon all por ions therein. These protective convenants shall run with the land and shall be binding on all parties or legal entities and on all persons or legal entities claiming under them for a period of twenty-five (25) years from the data of the recording of this plat, after which time said convenants shall be extrematically enter jed for successive periods of tem years enless an instrument, signed by a majority of the then commers of the lots lected herein, has been recorded, agreeing to change said convenants, in whole or in part. Enforcement of these person, persons, or legal entitles violating or attempting to violate any of these convenants. Said action may be either to restrain violation or to recover damages therefor.

However, nothing within those covenants shall be interpreted to insibit the right of or to create a duty for Southern Boulevard Corporation, as comer of all lots and land embraned herein to enteror any protective covenant set forth. Invalidation of any one of these covenants, or may portion thereof, by judgment or court order, shall in me wise effect any one of the other provinces or other portions thereof, which shall remain in full force and effect.

- 1. purpose. No lot shall be used except for single family residential
- 2. Bo buildings, or additions thereto, shall be erected, altered, placed or paralited to remain on any lot herein other than one detached simple-family dealling not to emcoad two otheries in height, except that a third stary shall be paralited if it is designed in such fashion as to fit within the mermal roof-line of a two story structure in the area that would normally be commissed attic area, with all construction being subject to prior review and approval of the Architectural Review Board as hereinefter set out. This covenant shall not be construed to paralit mecansary outbuildings as hereinefter provided, which may be sutherized and approved by the ARE.

- 3. Each residence constructed within this plat shall have a minimum square footage of air conditioned and heated living area of at least 1600 square feet, exclusive of upon perches, attached furges, early-arts or other num-living areas, or, in the case of any residence to be constructed having more than one story, the same must have a minimum pround floor living area or at least 1900 aguare feet. All lots within this plat must have and continue to have a minimum of 85 feet frontage at the heilding cot-back line, onse the minimum foot frontage at the heilding set-back line, case the minimum foot frontage at the heilding set-back line, case the minimum foot frontage at the heilding mot-back line shall be as reflected on this original plat.
- 4. No building or undition thereto, or femos, or small ary structure shall be seworted, altered, placed on any let until and the location of the structure on the lot have been appeared by the case of the location of the structure on the lot have been appeared by the respects. So femos or wall shall be seworted or placed on any lot union searer to any structural favior beard, hereafter referred to as "ARD", in all mearer to any structural shall be seworted or placed on any lot unions similarly approved. Approved shall be switch lines of small be unique similarly approved. Approved shall be switch shall be comprised of not less than the shall be switchers switched or such side of not less than there (3) individuals or such side parsons or persons appointed by the ARD searer switched for such side of not less than there (3) individuals or such side parsons or persons appointed by the ARD sear individuals or such side of parsons or persons appointed by the ARD sear individuals or such side of the same individuals or such side of the same individuals of the ARD sear approved any sear all amports of any sea of these individuals of such side of the ARD search of the same individuals of the same of these individuals of the cut. Such request for approval must be accompanied by a proposed construction, resovuration, inservement or other action requiring ARD approval, see set of plans will be retained by the the case of wriginal swartwortion, unique will be retained by the the case of wriginal construction, unique plans must include plan. The ARD will establish its swartwortion, and plans must include plans, approved by a sinisms of one swartwortion, and plans must include plans, approved by a sinisms of one swartwortion, and duted, and must be appetited, and the same approved by a sinisms of one swartwortion, and duted, and must be appetited, and the same approved by a sinism of one swartwortion of the swartwortion, reduced, and such the specifications are affected on approved shall be required as a part of this swartwor
- 5. No heilding shall be exected on any lot measure to the front lot line or measure to the side street line them the minimum hall income house on this recognized plat. No heilding shall be lecented measure than ten (10) feet to an interier lot line, shall be lecented measure than an approved accusency heilding on the rear one-third of the respective lot. For the purposes of this convenant, saves, steppe, steepe or extremental planting because shall not be commissed as a part of a heilding provided, housear, that this shall mot be committed to purple any pertian of a heilding on any lot to encruench on, under or above any other lot.
- 6. The lots shows on this plat may be further modified for the purpose of increasing the size of adjacent lots, however, no inditional building lots may be created by a medification of the notice shown hereon by re-unddivision thereof, provided that any relocated interior lot line shall not be mearer than ten (10) feet to any part of any deciling, exclusive of overhamps, and provided that no lot shall be reduced so as to reduce its size at the

minimum not book line to kees them sighty-five (05) feet frontops on soid line. In the event of any re-emblivious of any lot shows on this map, the truct so constituted shall be considered as and referred to as one let for the purpose of these covenents shall apply the same as if enid truct has been platted as one let on this plat. Should the conser of two adjacent lets desire to build and mistain dealling on both lets, them the side let restrictions chall apply only to the entrume side lines of the combined lets.

- 7. Basements for installation and unintenance of utilities, drainage, access, nature trails for riding and unliking and impress and opened are reserved as shown as this plat. The eccement area shall be mintained unitinsously by the samer of the respective bot, except for those improvements for which a public utility company is responsible. Be object or improvement may be placed or constructed, either partially or wholly, and no lot comer shall otherwise do maything within the area of any drainage eccement if it provement, impairs or diverte, in any way, the free flow of water in or through said drainage eccement.
- 8. The owner of the lots within this subdivision will not exect or great to any person, firm, or corporation, the right, license, or privilege to exect or use, or permit the use of evertheed wires, pelos, or overhead facilities of any type or kind for electrical, electronic communication, or balephone service on maid real estate (commyt such pelos and overhead facilities as may be required at those places where distribution facilities enter and leave maid subdivision). Sothing herein shall be construed to prohibit overhead streat lighting fixtures, or creamental yard lighting there such is serviced by underground wires or cables.
- 9. No comparate garages or out buildings or auxiliary structures of any kind or mature, amount garden or eransental landscape structures, shall be erested or allowed to escapy any parties of any lot, emount that parties of the lot in the rear of the residence, and no much building shall be constructed, used or escapied prior to the construction of the main house structure, emount such as may be used in storing tools and unterials for the construction of the min house. Any such structure, including funces must be approved in writing by the ARE.
- 10. No nexteen er offensive trade er notivity shall be earried en upon ery lot, nor shall smything he done thereon which may be or may become an anneywoos or missance to the neighbors or the neighborhood.
- 11. Be structure of a temperary character, trailer, tent, mobile home, motor home, homemost, whack, parage, harm or other out building or smillary structure shall be used at any time as a residence, either temperarily or permanently.
- 12. No migh of any kind shall be displayed visible to the public view on any let emount our professional sign of not more than one (1) square foot. In the case of advertising the property for sale or rest or in the case of signs used by a builder to advertise the property during the construction and sale period, one sign of not more than five (5) square foot of advertising shall be allowed on any let. allowed on any lot.
- 13. No eil drilling, eil development experations, eil refining, quarrying er mining experations of any kind shall be paralited upon, in er under any lot, nor shall eil wells, tunnels, tents, mineral emouvations er shafts be permitted en, upon, or
- 14. No mainals, livestock, or positry of any kind shall be raised, hred or hapt on any lot, emospt that days, outs, and other marnal and common household puts may be long provided that they are not kept, hred or maintained for any commorcial purpose, provided that they are high in removable numbers and under reseconable conditions so as not to erests a unicases and not to otherwise unreasonably disturb the meighbors or the uniquherhood.
- 15. Bo fence, wall, heaps or shrub planting Aich shortests eight lines on elevations between two and mix feet above the rembusys shall be placed or permitted to remain on any corner lot within that triangular area formed by the street property lines and a line commercing them at points treaty-five (25) feet from the corner intersection of said street lines. The come night-line limitations shall apply on any let within twenty (20) feet from the intersection of a street property line with the sdage of a driveway pavement. Be tree shall be purnitted to remain within such distances, areas or such intersections unless the feliage line is maintained at a sufficient height to prevent shotrestion of such night-lines. sight-lime.
 - 16. Additional general covernets and restrictions:
- (a) Carmorts and parsons. No comports or qurages may open toward the main street or may other street, and may not open on the front of the house. Comports and qurages shall not be allowed to extend beyond the side house walls unless they are appropriately acrossed from otreet view and unless they are approved by the ASS. The comports or qurages of house constructed on corner lots must either upon toward the rear of house or toward the interior lot line and may not upon toward the mide street, unless approved by the ASS.

- (b) Burking. The countr of each lot shall provide parking space for at least three (3) estembiles, per lot, off the public street, and confined to the interior of the lots and not on the public right of way and further confined to the rear of each them or, if on the side, at least to the rear of an imaginary line which is equal distance between the front and rear calls of said house. Be lot comer will use or allow to be used may on-street curvaide areas for permanent or mani-permanent vehicular parking or ottorage. It help the intention of those covamnate that on-street parking he restricted to visitors, questin, vertical, embractors, delivery personnel, and such activities and not for require parking or vehicular obscups by lot comers. The ARB may make amounteens to this requirement in accordance with its presentation.
- (c) line of premarky. He proviously approved structure shall be used for any purpose other than that for which it was eriginally designed and approved.
- (d) <u>Encrentianal vahialar</u>. So beat, heat trailer, house trailer, heree trailer, trailer, maper, motor hame or any similar items shall be stored on or at any lot for a purised of time in emenes of temsty-four (24) hours, unless the same are bounded in a compact or garage, or purised beyond the rear lime of the home constructed on subject let and otherwise screened so that said item commot seen from any adjoining street or the adjocent and sourcemeding property, and any such parking facility or area must receive prior approval of the Ann.
- (e) Commercial trucks. Be commercial truck, commercial vehicle or commercial equipment shall be permitted to be partied or to be stored at any place on subject preparty. This prohibition on parking and storage shall not apply to temporary parking of trucks and/or commercial vehicles used for pick up and delivery.
- (f) <u>Banadies for vehicle and/or recreational equipment</u> violations. Any such vehicle or recreational equipment parked in violation of these or regulations contained herein or in violation of the rules and regulations now or hereafter adopted by the hesociation may be towed away by the Association, at the sole expense of the owner of such vehicle or recreational equipment if it runnins in violation of said restrictions for a paried of more than twenty-fear (24) hours. The hesociation shall not be liable to the source of such vehicle or recreational equipment, nor to the respective lot sumers, for transpass, conversion or otherwise, nor quilty of any criminal or quasicriminal act by reason of such towing, and meither its runnoul or failure of the cumer to receive any notion of mid violation shall be grounds for relief of any type.
- (q) Pahicle mintenance and remair. No wehicle maintenance or repair shall be performed on any wehicles upon any pertions of the subject property, unless performed in a garage, cause in an emergency situation. Betrithstanding the forespoing, all repairs to disabled vehicles within the preparty must be completed within four (4) hours from its immobilization or the vehicle must be removed. The Association shall be allowed to maintain and store its maintenance vehicles, if applicable, on specific areas of the property as moreovery for the operation and maintenance of the common areas of the subdivision.
- (h) <u>Accomulation of rufuse</u>. No lumber, metals, bulk materials, refuse or trash shall be kept, stored or allowed to

accumulate on any part of the property, except heilding materials beed during the course of original construction of any approved resovation, repair or reconstruction. If trash or other refuse is to be disposed of by heing picked up and carried many on a regular and recurring heatis, sentialears must only be placed in the upon on any day that a mornel pick up is to be made, at such place on the property to provide screes to persons making such pick up. At all other times such containers shall be stored in such manner so that they commot be seen from adjacent and surrounding property. The ARD, in it's discretions, may adopt and promulgate reasonable rules and regulations relating to the size, shape, color and type of containers permitted entil the manner of storage of the same on the property.

- (i) Business activity. Bo profession or home industry or other commercial venture shall be conducted in our en any part of the preperty or in any improvements thereon. The Board of Birectors of the Association, (bereinefter referenced to as the "Board") in its discretion, upon consideration of the circumstances in each case, and particularly upon consideration of the effect of surrounding property and property cowners, may permit the conduct of a profession or home industry within a residence lecented on the property. Such commercial speration may be permitted only after the Board has determined that it is compatible with a high quality residential neighborhood and does not unreasonably interfere with the adjoining property or adjeining prepert; commercial activity which is in violation of local statute or soning regulations. Any such approval granted by the Board may be withdrawn if the Board determines that such authorized or permitted activity is unreasonably interfering with the rights of the subdivision in general or any individual lot commer within said subdivision. In no event shall any part of the greatese or any structure thereon be used as a school, child care conter, kinderyarten, learning center, masical instrument our voice training conter, or other public building, including non-prefit or charitable institutional use.
- (j) <u>Air conditioning units and solar collectors</u>. Ho wall or window air conditioning units nor solar collectors shall be permitted except with the prior written consent of the ARS.
- (k) Pipes and clotheslines. Bo water papes, gas pipes, sewer pipes, drainegs pipes or clotheslines may be installed or maintained on the property so as to be visible from adjoining property or public view except boses and movable pipes used for temporary irrigation purposes.
- (1) <u>Real netate office or subdivision office</u>. The declarant may, in declarant's sole discretion; men any lot within subject property for the construction of and/or wase of a building constructed thereon as a subdivision office, real estate office or model home, and as such the mane shall not be subject to terms, provisions and requirements of these covenants until such time as
 - all other lots within the subject property have been sold and upon that scourrence said lot and hullding constructed thereon shall, as soon as reasonably possible and to the extent reasonably and economically practical, be brought into compliance with these envenants.
 - (n) <u>Hnohimary</u>. Be machinery shall be placed on er operated upon any portion of the subject property emcept such muchinery as is mornal and usual in the maintenance of a prinster rusidence, or emcept such as is moscoury during the original construction of a residence er a unjor resovation or improvement
- (n) Mailboxes. The design of all mailboxes must be approved by the ARB and said ARB may establish a common design and a required location for all mailboxes, a long as compatible with the requirements of the United States Postal Service. If required by the ARB, the homeowner, shall purcious from the ARB at a standard common charge to be applied uniformly, a standard mailbox and shall install and maintain said mailbox in appropriate condition and repair, with original color scheme being maint-insed thereon, as required by the ARG Any damage or destruction to mailboxes which cannot be adequately repaired will result in the lot owner being required to purchase a replacement mailbox meeting the previous requirements.

- (c) Authorized use and exemptions. Botwithstanding other provisions herein, each residence located within subject property shall be used as only a single-family residence and subject to all other requirements hereumder, but, the ARB may satisfied any lot somer, with respect to his or her residence, to temporarily uses seem for more than one family, to temporarily maintain a sign other than as empressly permitted herein, to locate other temporary structures on the property, and may make other exceptions to those covenants. In all such instances, approvals and exceptions by the ARB mest be in writing and each case and each request shall be reviewed on its sum morits and the ARB shall have unrestricted discretion and maither the granting of similar requests for other lot consers mor the approval and consent of adjoining lot owners shall in any way be a determinative influence on the decision of the ARB.
- (p) Prohibited mess. No person shall, without the written approval of the Association or the MSB, as the case may be, do any of the following on any part of the subject property or the common areas; (1) use gas or electric motor hoat on any lake or pond, (2) host or fish without permission (no permission to hoat or fish will be granted to anyone under the age of sixteen years, unless they will be accompanied by an adult); (3) permit the running of amissis except when on a leash; (4) light any fires emospt in designated picnic area facilities or within a residence or in an appropriately located wrill; (5) fell any trees or injure or damage any landscaping, within the "common areas"; (6) interfere with or block any drainage, utility or scoors encomment, or nature riding or walking trails; (7) build any structures, fescoes, recreational or ether common facilities other than those approved by the ABS; (8) discharge any liquid or other materials other than natural water drainage into any lake, pond, or water course; (9) alter or chaffurd any lakes, pends or stater courses, nature riding or walking trails, or assessed areas or; (10) interfere with any water course structures or apparatus. There shall be absolutely no swiming or walking in any part of the lakes, points or structures and respect property. Nor shall any person violate any rules and respect property. Nor shall any person violate any rules and respect property. Nor shall any person violate any rules and respect property.
- (q) Lakes, monds and unterfront areas. The lakes, ponds and waterfreat areas, should they exist, which may be lecented within the residential portions or residential plats of the Sturbridge Plantation Subdivision, nature and walking trails and other common area smenities, if and when dedicated, are and shall be a part of the common areas of the residential portions of the subdivision, whether or not they may be located within this particular plat. A perpetual easement in favor of the Association is hereby created for the henefit of the Association and for the benefit of the individual lot comers, ever any portions thereof designated on the face of the plat as a drainage sessment or access easement whereby said dedication is made, as a drainage easement or an access easement are a part of the "common areas" of the subdivision whether or not they may be located within this particular plat. The comers of all lots shall be subject to a perpetual easement in favor of the Association and other lot cowers ever any portions thereof designed on the face of the plat as a drainage easement or an access easement either to the lakes, ponds, waterfront areas or otherwise. Each lit owner shall have the right, at all times, of ingress and egress to and from such water, but shall be responsible for the maintensuce thereof, as a member of the Bensouwer's Association, and shall be responsible for the maintensuce of his entire lot, including easement areas, when not included as a common area. It is understood and agreed that all such rights are for the joint witual benefit of all lot comers within the subdivision and that said lakes, ponds, weterfront areas and waterways, if developed and dedicated are and shall be for the maintensuce of the lot comers within the subdivision and their visitors and questes, but that said lakes, ponds, asterfront areas and waterways, if developed and dedicated are and shall be for the existent that said lakes, ponds, asterfront areas and success within the subdivision veleace and directors, but that

(r) <u>Sprear's assessent of emissions.</u> Every lot seemed areas within the subdivision, subject to the terms of this declaration and to any restrictions or limitations contained in any dead or assessment to this declaration conveying to the Association or subjecting such property to this declaration. Lot sevens my extinate, in accordance with the by-leve of the Association, his or the fight of emjoyment of the use of common areas and facilities to the members of his or her family, temmits and social invitees. The Mandiation shall have the right to charge a reasonable admission fee or usage fee for achiesion to use any recreational area or facility situated upon the common area and shall have the right to mappend the voting rights and rights to use said common areas or recreational facilities by any owner for any period of time during social any assessment against his lot remains uspaid, or for a period not to exceed sixty (60) days for any infraction of the published rules and regulations of the Association. The Association shall have the right and power, after a two-thirds of Identive vote, to grant and dedicate all or a part of the common areas to an appropriate local, state or federal government entity.

17. In order to beautify said subdivision for the benefit of all lot eveners and to permit the utility companies to install underground utility services to sech house in said subdivision, no seeks of any lot within such subdivision will commence construction of how beens on any lot until such senser (1) notifies the utility companies such rights med conservation (2) grants in writing to sild companies such rights and conservats as they request in consection with their construction, operation, maintenance and result of the underground service laterals on each lot and (3) provides at his, her or its own empanes, and in accordance with specifications to be furnished by the utilities, all emonwating, trenching and back filling which said utility company requests in connection with the installation of the underground service or service laterals on each lot.

Power Campany (APC), and/or Bixis Electric Cooperative (DEC), APC or BCC will at their own expense provide the senser of each let within enid subdivision, on which a boson is constructed, with an estdoor have on the rear or side metation of each house, and subsequent to senser's completion of exception

connection therewith, will provide and install at its own expense, the underground pervice lateral extending from the incoming service point to the extdoor matering home. APC or BEC, their mesoseners and assigns, will retain title to the underground service lateral and outdoor matering home servicing each said house, and said service entrance facilities provided by APC or BEC will not in any way be considered a fixture or fixtures and thereby a part of said real estate, but will remain movable personal property helesquing to a 14 APC of BEC, their successors and assigns, and will be subject to removal by APC or BEC, their successors and assigns, in accordance with applicable rules and regulations approved by the Alabana Public Service Commission if required or applicable. Similar agreements may be reached with other utility providers and in such swent the declarant may similarly obliqute the property throughout the subdivision and each lot described in this plat and the property owners thereof.

19. Satellite antenna discs and any and all other transmitting or receiving antenna type devices within the subdivision or on the enterior of any house within the subdivision are discouraged, but may be approved as to meed, size, lecetion, required acrossing and any other respects by the ARS, whose alsoluty discretion in these matters shall be unrestricted. Literies, there shall be no han radio transmission equipment or other electronic transmission equipment operated or permitted to be sperated on subject property without the prior written approved of the ARS. Any such approved granted by the ARS may be withdrawn and terminated if it is determined by the ARS that said approval is resulting in an unaccessary or unreasonable interference with the rights of the subdivision in general or any individual lot even within the subdivision.

20. There will be a Homeowner's Association, which will be identified as the Sturbridge Homeowner's Association, which will be identified as the Sturbridge Homeowner's Association, hereinbefore and after referred to se the "Association", in which the owners of each lot are entitled to participate having one vote per residential lot, and to which the owners of each lot shall be obligated, by ownership of said lot to be member thereof, and shall he obligated to pay an assess base assessment and any other special assessments that may be assessment and any other special assessments that may be assessed by usid association or its governing body. The failure to pay same in a timely fashion will result in a lien against subject real property, as hereinefter set sut. Said association shall primarily be responsible for the installation and mintenance of areas of common responsibility (numon areas) within the subdivision, and the eparation of the Adm. and may provide insurance protection and/or other protections or quarantees to the association in general and to the individual lot exmers within the subdivision. This paragraph in this plat document, is intended to marely be a general description of the existence of said association to the lot eveners, their heirs and testings, and their shliquitions with relation thereto. Purther, sore specific and detailed terms, provisions, eparating procedures, assessment responsibilities, and other terms and provisions relating to said Association will be more specifically and fully set out in a separate document which will be identified as the "Articles of Incorporation of Sturbridge Homeowner's Association, Inc." and the "By-Less of Sturbridge Homeowner's Association, Inc."

- 11. In addition to any other terms and provisions of the Articles of Incorporation and/or By-Laws of the Sturbridge Simeowner's Association, Enc., each lot owner shall be liable for a proportionate share of the expenses of the Association and purticularly those which are incurred in the maintenance a repair of all common areas within the sundivision. The Association, thresh lits beard will set the appropriate amount of said assessment and will establish the annual due date for same. Any amesoment not paid within thirty (30) days after the due date the due date until the date when percent (100) per assessment the terms of ten percent (100) per assessment the due date when paid. All payments upon maid assessment account shall be first applied to interest and then to the assessment payment first due. The Association is harmly granted a lien upon each lot and its appurtenances and its well independent to be levied of all assessments now or hereafter levied or subject to be levied against the event of each lot, and dual also secure interest; if new, which may be done in the account of any delinquent assessment, and which lies shall also secure all coats and expenses, including a reasonable attorney's fee which may be incurred by the Association in enforcing this lies. Beid lies being prior to all other liens except only tax liens in favor of the United States, State, County or municipality and shall cover all some unpaid and due for dues or assessments. Bo lot exmer or owners may encome or avoid responsibility for dues or assessments by his or her wiver of the use of or enjoyment of any of the common elements or by the abundowment or projective
- 72. The declarant may smend this declaration of protective covenants at any time so long as declarant has the right to appoint the Bo-rd of Directors of the Association; thereafter, this declaration may be amended only by the affirmative vote or written spansant of voting members representing seventy-five percent (75%) of the total votes of the Association. Any amendment must be recorded in the Office of the Judge of Probate of Hontgomery County, Alabama.
- 21. The Association shall indemnify every efficer, director and committee number of the Association against any and all supenses, including trial and appellate attorney's fees and costs, reasonably incurred by or imposed upon any efficer, director or committee number in connection with any action, sait or other proceedings to which he or the may be a party, by reason of being or having lears an efficer or director or committee number of the association. The efficers and directors usuall not be limite termany mistake of judgment, negligent or otherwise, summer for their earn individual willful melfeasance, misconduct or had faith, with regard to the business of the Association. The efficers and directors shall have no personal liability with respect to any contract or other commitment made by them, in good faith, on behalf of the Association, smouth to the axtent that they are numbers of the Association, and the Association shall indemnify and forever hold such of said efficers and directors free and harmless spainst any and all liability to others on account of any such contract or commitment. Any right of indemnification provided for herein shall not be axclusive of any other rights to which any efficer or director, or former efficer or director, may be entitled. The Association nay, as a part of the common expense, mintain adequate questions and provided this chilipation, if such insurance is reasonably insurance to fund this chilipation, if such insurance is reasonably available and felt to be appropriate by the Association.
- 24. Wherever the term "owner" or "developer" or "declarant" is used herein, it shall include Southern Boulevard Corporation, its successors and assigns. These covenants and restrictions touch and henefit all of the land reflected on the above referenced platmap and shall run with the land and shall be hinding upon the land, the Bouthern Boulevard Corporation, all subsequent lot owners or land owners within subject plat area, their successors and assigns, the utilities referenced herein sither specifically or generally, and their successors and assigns. Invalidation of any of the foregoing covenants and restrictions, or parts thereof, shall in no way affect any other provision contained herein nor invalidated portion thereof. The declarant reserves the right both for itself, its successors and assigns to change, alter, modify or amend these protective covenants in accordance with terms, provisions and requirements hereof until such time as the sperstion of the Association is turned over to the Association by the declarant pursuant to persgraph 4 hereof. Under no circumstances may those oovenants be changed, modified, altered or assended without the written consent of the declarant or its successors or assigns so long as the declarant, it successors and assigns continue to have appearational control of the Association as more particularly set out hereinshove.

Pursuant to a resolution of its Board of Birecters, Southern Boulevard Corporation, a corporation, owner of the property shown shows, hereby joins in, executes, and signs the foregoing surveyor's certificate plat, map and restrictions and adopts and approves this said plat and map on this the COMMEY, 1994.

ATTEST:

SOUTHERN BOULEVARD CORPORATION,

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ris socretary

y: Stocking.

Confide

STATE OF ALABAMA MONTGONERY COUNTY

I, the undersigned authority, a Notary Public in and for said state at large, hereby certify that Goodwin L. Hyrick and Ken Ballis, whose names as President and Secretary, respectively, of Southern Boulevard Corporation, a corporation, are signed to the foregoing surveyor's certificate, plat, map and restrictions and being informed of the contents of said certificate, plat, map and restrictions, in their efficial capacities, respectively, and with full authority, executed the same volunts ily for and as the and as the act of said corporation.

December, 1994.

Marine B. Mill

POOLS:

All utility ensements, private drainage ensements, and private access ensements shown hereon are for the use of any utility which may require them and are for surface drainage as meeded. These ensements include the rights of impress and express for the maintenance of the property, facilities and experience used or located herein. Installation and maintenance of the property in these ensements is not the responsibility of City of Houtgomery nor Houtgomery County, Alabama.

All ensements or rights of way, emcept utility, private drainegs and private access ensements, shown on this plat are hereby dedicated to the City and/or County of Huntgomery, Alabama, for public use. Ensements include the rights of ingress and egrees by County employees for installation of improvements and maintenance of improvements and the property included in the easements or rights of way.

Easements for manitary sewer and water mains, if not previously dedicated are hereby dedicated to the Unter Works and Sanitary Sewer Board of the City of Montgamery, Alabama, its successors and assigns for impress and egress in the installation and mintenance of sanitary sewers and water lines and their appurtenances.

No permanent structure may be erected on, over or under any part of any essenant or right of way herein established. No object or improvement may be placed or constructed, either partially or wholly, and no lot esser shall otherwise do anything within the area of any drainage essenant if it prevents, impairs or diverts, in any way, the free flow of water in or through said drainage essenant.

Streets shown bereon, if not previously dedicated, are hereby tendered for dedication to public use.

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I Surveyor of Montgomery, Alabama, hereby certily that the true and correct, that all corners are marked with iron pins hereby certily that all parts of this survey and drawing have with the requirements of the Minimum Technical Standards up in the State of Alabama.

Reg. No. 17207

STATE OF ALABAMA MONTGOMERY COUNTY

This pint has been submitted to and considered by the City Planning Commission of Montgomery, Mahama, and is approved by such Commission.

STATE OF ALABAMA MONTGOMERY COUNTY

This plat has been approved by the Montgomery County Engineering Department of

JAN 06 1995

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No. 17267
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AMENDMENT TO DECLARATION OF PROTECTIVE COVENANTS, CONDITIONS AND RESTRICTIONS FOR STURBRIDGE PLANTATION PLAT 10

This Document shall amend the Declaration of Protective Covenants, Conditions and Restrictions for Sturbridge Plantation Plat 10 as said Declaration of Protective Covenants, Conditions and Restrictions are set out on the plat for Sturbridge Plat No. 10 as recorded in the Office of the Judge of Probate, Montgomery County, Alabama, at Plat Book 42, Page 143. Protective Covenant, Condition and Restriction No. 3 as set forth on said plat as recorded in Plat Book 42, Page 143 is hereby deleted and hereby substituted in its place shall be the following Protective Covenant, Condition and Restriction:

3. Each residence constructed within this plat shall have a minimum square footage of air conditioned and heated living area of at least 2500 square feet, exclusive of open porches, attached garages, carports or other non-living areas, or, in the case of any residence to be constructed having more than one story, the same must have a minimum ground floor living area of at least 1500 square feet. All lots within this plat must have and continue to have a minimum of 85 feet frontage at the building set-back line, unless a lesser amount is reflected on the original plat, in which case the minimum foot frontage at the building set-back line shall be as reflected on this original plat.

ATTEST:

SOUTHERN BOULEVARD CORPORATION, a corporation

By: Len Hallis

Its Preside

Its Secretary

STATE OF ALABAMA MONTGOMERY COUNTY

I, the undersigned authority, a Notary Public in and for said state at large, hereby certify that Goodwin L. Myrick and Ken Wallis, whose names as President and Secretary, respectively, of Southern Boulevard Corporation, a corporation, are signed to the foregoing surveyor's certificate, plat, map and restrictions and being informed of the contents of said certificate, plat, map and restrictions, in their official capacities, respectively, and with full authority, executed the same voluntarily for and as the and as the act of said corporation.

Given under my hand and official	seal this the 15^{45} day of February, 1995.
	Notary Public My Commission Expires: 4-19-97
ATTEST:	STEVEN ELLIOTT, INC.
By: Its:	By: The Lend
STATE OF ALABAMA MONTGOMERY COUNTY)
, respectively, foregoing surveyor's certificate, plat, said certificate, plat, map and restrict authority, executed the same volunt.	of Steven Elliott, Inc., a corporation, are signed to the map and restrictions and being informed of the contents of the stions, in their official capacities, respectively, and with full arily for and as the and as the act of said corporation.
Given under my hand and official	Seal this the /# day of Felerway, 1995. Darsly Observation Notary Public My Commission Expires: Notary Public STATE OF ALABAMA AT LARGE. MY COMMISSION EXPIRES: Oct. 2, 1997.
ATTEST:	KIRKLAND CONSTRUCTION COMPANY, INC.
By: Its:	By: ZZ Ku Companies: President

STATE OF ALABAMA)
MONTGOMERY COUNTY)
This is the state of the state
I, the undersigned authority, a Notary Public in and for said state at large, hereby certify that
E. D. Kishland and, whose names as present and
, respectively, of Kirkland Construction Company, Inc., a corporation, are signed to
the foregoing surveyor's certificate, plat, map and restrictions and being informed of the contents
of said certificate, plat, map and restrictions, in their official capacities, respectively, and with
full authority, executed the same voluntarily for and as the and as the act of said corporation.
Given under my hand and official seal this the
Deskun arindon
Notary Public NOTARY PUBLIC STATE OF ALABAMA ATTA POR
My Commission Expires: MY COMMISSION EXPIRES: Oct. 2, 1997.

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STATE OF ALK.

MONTGOMERY CO.
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JUDGE OF PROBATE

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PLAT. 8X 43P6113

Map of STURBRIDGE PLAT NO. 11

LYING IN THE NW1/4 OF SECTION 33, T-16-N, R-19-E MONTGOMERY COUNTY, ALABAMA

GOODWYN, MILLS & CAWOOD, INC.

ENGINEERS - ARCHITECTS - SURVEYORS MONTGOMERY, ALABAMA

JANUARY 9, 1996

SCALE: 1"=50"

Office	Drown	Field	Project	Closure
Checked	By	Staked	Number	Checked
SW	J.S.	SC.	44005	RB

9.65 Acres±

STATE:OF ALA. MONTGOMERY CO. I CERTIFY THIS INSTRUMENT WAS FILED ON

1996 HAR 13 PM 3: 45

JUDGE OF PROBATE

All utility easements, private drainage easements, and private access easements shown hereon are for the use of any utility which may require them and are for surface drainage as needed. These easements include the rights of ingress and egress for the maintenance of the property, facilities and apparatus used or located herein. Installation and maintenance of the property in these easements is not the responsibility of City of Montgomery nor Montgomery County, Alabama.

All easements or rights of way, except utility, private drainage and private access easements, shown on this plat are hereby dedicated to the City and/or County of Montgomery, Alabama, for public use. Easements include the rights of ingress and egress by County employees for installation of improvements and maintenance of improvements and the property included in the easements or rights of way.

Easements for sanitary sewer and water mains, if not previously dedicated are hereby dedicated to the Water Works and Sanitary Sewer Board of the City of Montgomery, Alabama, its successors and assigns for ingress and egress in the installation and maintenance of sanitary sewers and water lines and their appurtenances.

No permanent structure may be erected on, over or under any part of any easement or right of way herein established. No object or improvement may be placed or constructed, either partially or wholly, and no lot owner shall otherwise do anything within the area of any drainage easement if it prevents, impairs or diverts, in any way, the free flow of water in or through said drainage easement.

Streets shown hereon, if not previously dedicated, are hereby tendered for dedication to public use.

By adoption of this Plat, Southern Boulevard Corporation, a corporation, owner of all of the lots and land embraced herein, hereby grants to Alabama Power Company, Dixie Electric Cooperative, South Central Bell Telephone Company, and Alabama Gas Corporation, their successors and assigns, or other appropriate public or quasipublic utilities, the easements as shown along and over all of the lots and property reflected hereon and grants to such utility the right to construct, install, operate and maintain its facilities, including all conduits, cables, transclosures and other appliances useful or necessary in connection therewith, within a ten (10) foot easement as shown on the recorded plat along that portion of each lot abutting a dedicated street, and any other general utility easement shown, for the underground transmission and distribution of electrical power, underground communication services, and natural gas services, upon, under and across said easements. Together with all the rights and privileges necessary or convenient for the use thereof, including the right of ingress and egress to and from said facilities and the right to excavate for installation, replacement, repair and removal thereof; and also the right to cut and keep clear any and all obstructions or obstacles of whatever character on, under and above said facilities. Also granted hereby is the right to install and maintain underground service laterals from said general utility easements to serve the building or buildings on each lot herein. Each of the aforementioned utilities shall be allowed to establish an easement exclusive of all other easements (except for perpendicular or approximately perpendicular crossings by other utilities) four (4) feet in width in which to install and maintain underground service laterals from the front property line of each lot to serve the building or buildings on each lot herein, however, it shall be the responsibility of the utility company wishing to establish and preserve such an easement to specifically and adequately establish, designate and preserve the same.

By the adoption of this plat, Southern Boulevard Corporation, owner of all of the lots and lands embraced herein, hereby adopts the following protective covenants and imposes them upon the property comprising said plat and upon all portions therein. These protective covenants shall run with the land and shall be binding on all parties or legal entities and on all persons or legal entities claiming under them for a period of twenty-five (25) years from the date of the recording of this plat, after which time said covenants shall be automatically extended for successive periods of ten years unless an instrument, signed by a majority of the then owners of the lots located herein, has been recorded, agreeing to change said covenants, in whole or in part. Enforcement of these protective covenants shall be by proceedings at law or in equity against the person, persons, or legal entities violating or attempting to violate any of these covenants. Said action may be either to restrain violation or to recover damages therefor. However, nothing within these covenants shall be interpreted to inhibit the right of or to create a duty for Southern Boulevard Corporation, as owner of all lots and land embraced herein to enforce any protective covenant set forth. Invalidation of any one of these covenants, or any portion thereof, by judgment or court order, shall in no wise effect any one of the other provisions or other portions thereof, which shall remain in full force and effect.

- No lot shall be used except for single family residential purpose.
- 2. No buildings, or additions thereto, shall be erected, altered, placed or permitted to remain on any lot herein other than one detached single-family dwelling not to exceed two stories in height, except that a third story shall be permitted if it is designed in such fashion as to fit within the normal roof-line of a two story structure in the area that would normally be considered attic area, with all construction being subject to prior review and approval of the Architectural Review Board as hereinafter set out. This covenant shall not be construed to permit necessary outbuildings as hereinafter provided, which may be authorized and approved by the ARB.
- 3. Each residence constructed within this plat shall have a minimum square footage of air conditioned and heated living area of at least 2000 square feet, exclusive of open porches, attached garages, carports or other non-living areas, or, in the case of any residence to be constructed having more than one story, the same must have a minimum ground floor living area of at least 1500 square feet. All lots within this plat must have and continue to have a minimum of 85 feet frontage at the building set-back line, unless a lesser amount is reflected on this original plat, in which case the minimum foot frontage at the building set-back line shall be as reflected on this original plat.

- 4. No building or addition thereto, or fence, or ancillary structure shall be erected, altered, 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 Review Board, hereafter referred to as "ARB", in all respects. No fence or wall shall be erected or placed on any lot nearer to any street than the minimum set-back lines of said lot unless similarly approved. Approval shall be by the ARB which shall be comprised of not less than three (3) individuals originally, namely J. Mark Fain, Norman Schlemmer and a third individual to be designated by the Southern Boulevard Corporation. The ARB must approve any and all aspects of any and all construction and improvements on each lot within the plat herein set out. Each request for approval must be accompanied by a payment of \$50.00 to the ARB, along with two sets of plans for the proposed construction, renovation, improvement or other action requiring ARB approval, one set of plans will be retained by the ARB and one set will be returned to the builder or lot owner. the case of original construction, said plans must include specifications, exterior colors, landscape plans and overall site plan. The ARB will establish its own requirements, procedures, policies, and time frames, which requirements shall be available, on request, to local owners, their architects, or builders. All approvals by the ARB must be in writing, and dated, and must be signed by a minimum of one member of the ARB, and where plans and specifications are required said approval should be reflected on a copy of the plans and specifications submitted to the ARB for approval. The ARB may, in its unrestricted discretion, reduce, increase or waive the approval fee in the event the approval sought is not for new home construction or a major renovation or addition and the ARB may periodically modify or amend its requirements, but in no event shall its requirements be less restrictive than these protective covenants otherwise require. The ARB may set site standards, building design and materials standards, building construction standards, fence and landscape standards, and other standards that it deems appropriate. Approval of any plans or the setting of any requirement for approval shall not and does not constitute any representation or guaranty of safety or architectural integrity, by the ARB, which instead, shall be the sole responsibility of each lot owner. The declarant may turn over the function of the ARB to the Sturbridge Homeowner's Association, hereinafter referred to as the "Association", which will be organized as a part of this over-all development at any time the declarant deems appropriate prior to full and total development of the entire residential portion of the Sturbridge Subdivision, including all separate plats and portions thereof, but declarant snall transfer said ARB responsibility to the Association no later than sixty (60) days after the last residential lot within the Subdivision is developed by a substantial completion of construction thereon.
- 5. No building shall be erected on any lot nearer to the front lot line or nearer to the side street line than the minimum building set-back lines shown on this recorded plat. No building shall be located nearer than ten (10) feet to an interior lot line, except that a 5-foot minimum side yard shall be permitted for a garage or other permitted and approved accessory building on the rear one-third of the respective lot. For the purposes of this covenant, eaves, steps, stoops or entrance platforms, and ornamental planting boxes shall not be considered as a part of a building, provided, however, that this shall not be construed to permit any portion of a building on any lot to encroach on, under or above any other lot.
- 6. The lots shown on this plat may be further modified for the purpose of increasing the size of adjacent lots, however, no additional building lots may be created by a modification of the lots shown hereon by re-subdivision thereof, provided that any relocated interior lot line shall not be nearer than ten (10) feet to any part of any dwelling, exclusive of overhangs, and provided that no lot shall be reduced so as to reduce its size at the minimum set back line to less than eighty-five (85) feet frontage on said line. In the event of any re-subdivision of any lot shown on this map, the tract so constituted shall be considered as and referred to as one lot for the purpose of these covenants and these covenants shall apply the same as if said tract has been platted as one lot on this plat. Should the owner of two adjacent lots desire to build and maintain dwelling on both lots, then the side lot restrictions shall apply only to the extreme side lines of the combined lots.

- 7. Easements for installation and maintenance of utilities, drainage, access, nature trails for riding and walking and ingress and egress are reserved as shown on this plat. The easement area shall be maintained continuously by the owner of the respective lot, except for those improvements for which a public utility company is responsible. No object or improvement may be placed or GONBETHOUSED, either partially or wholly, and no lot owner shall otherwise do anything within the area of any drainage easement if it prevents, impairs or diverts, in any way, the free flow of water in or through said drainage easement.
- 8. The owner of the lots within this subdivision will not erect or grant to any person, firm, or corporation, the right, license, or privilege to erect or use, or permit the use of overhead wires, poles, or overhead facilities of any type or kind for electrical, electronic communication, or telephone service on said real estate (except such poles and overhead facilities as may be required at those places where distribution facilities enter and leave said subdivision). Nothing herein shall be construed to prohibit overhead street lighting fixtures, or ornamental yard lighting where such is serviced by underground wires or cables.
- 9. No separate garages or out buildings or auxiliary structures of any kind or nature, except garden or ornamental landscape structures, shall be erected or allowed to occupy any portion of any lot, except that portion of the lot in the rear of the residence, and no such building shall be constructed, used or occupied prior to the construction of the main house structure, except such as may be used in storing tools and materials for the construction of the main house. Any such structure, including fences must be approved in writing by the ARB.
- 10. No noxious or offensive trade or 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 neighbors or the neighborhood.
- 11. No structure of a temporary character, trailer, tent, mobile home, motor home, basement, shack, garage, barn or other out building or auxiliary structure shall be used at any time as a residence, either temporarily or permanently.
- 12. No sign of any kind shall be displayed visible to the public view on any lot except one professional sign of not more than one (1) square foot. In the case of advertising the property for sale or rent or in the case of signs used by a builder to advertise the property during the construction and sale period, one sign of not more than five (5) square feet of advertising shall be allowed on any lot.
- 13. No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon, in or under any lot, nor shall oil wells, tunnels, tanks, mineral excavations or shafts be permitted on, upon, or under any lot.
- 14. No animals, livestock, or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats, and other normal and common household pets may be kept provided that they are not kept, bred or maintained for any commercial purpose, provided that they are kept in reasonable numbers and under reasonable conditions so as not to create a nuisance and not to otherwise unreasonably disturb the neighbors or the neighborhood.
- 15. No fence, wall, hedge or shrub planting which obstructs sight lines on elevations between two and six feet above the roadways shall be placed or permitted to remain on any corner lot within that triangular area formed by the street property lines and a line connecting them at points twenty-five (25) feet from the corner intersection of said street lines. The same sight-line limitations shall apply on any lot within twenty (20) feet from the intersection of a street property line with the edge of a driveway pavement. No tree shall be permitted to remain within such distances, areas or such intersections unless the foliage line is maintained at a sufficient height to prevent obstruction of such sight-lines.

- 16. Additional general covenants and restrictions:
- (a) <u>Carports and garages</u>. No carports or garages may open toward the main street or any other street, and may not open on the front of the house. Carports and garages shall not be allowed to extend beyond the side house walls unless they are appropriately screened from street view and unless they are approved by the ARB. The carports or garages of homes constructed on corner lots must either open toward the rear of house or toward the interior lot line and may not open toward the side street, unless approved by the ARB.
- (b) Parking. The owner of each lot shall provide parking space for at least three (3) automobiles, per lot, off the public street, and confined to the interior of the lots and not on the public right of way and further confined to the rear of each home or, if on the side, at least to the rear of an imaginary line which is equal distance between the front and rear walls of said house. No lot owner will use or allow to be used any on-street curbside areas for permanent or semi-permanent vehicular parking or storage. It being the intention of these covenants that on-street parking be restricted to visitors, guests, workman, subcontractors, delivery personnel, and such activities and not for regular parking or vehicular storage by lot owners. The ARB may make exceptions to this requirement in accordance with its procedures.
- (c) <u>Use of property</u>. No previously approved structure shall be used for any purpose other than that for which it was originally designed and approved.
- (d) Recreational vehicles. No boat, boat trailer, house trailer, trailer, camper, motor home or any similar items shall be stored on or at any lot for a period of time in excess of twenty-four (24) hours, unless the same are housed in a carport or garage, or parked beyond the rear line of the home constructed on subject lot and otherwise screened so that said item cannot seen from any adjoining street or the adjacent and surrounding property, and any such parking facility or area must receive prior approval of the ARB.
 - (e) <u>Commercial trucks</u>. No commercial truck, commercial vehicle or commercial equipment shall be permitted to be parked or to be stored at any place on subject property. This prohibition on parking and storage shall not apply to temporary parking of trucks and/or commercial vehicles used for pick up and delivery.
 - (f) Remedies for vehicle and/or recreational equipment violations. Any such vehicle or recreational equipment parked in violation of these or regulations contained herein or in violation of the rules and regulations now or hereafter adopted by the Association may be towed away by the Association, at the sole expense of the owner of such vehicle or recreational equipment if it remains in violation of said restrictions for a period of more than twenty-four (24) hours. The Association shall not be liable to the owner of such vehicle or recreational equipment, nor to the respective lot owners, for trespass, conversion or otherwise, nor guilty of any criminal or quasicriminal act by reason of such towing, and neither its removal or failure of the owner to receive any notice of said violation shall be grounds for relief of any type.
 - maintenance or repair shall be performed on any vehicles upon any portions of the subject property, unless performed in a garage, except in an emergency situation. Notwithstanding the foregoing, all repairs to disabled vehicles within the property must be completed within four (4) hours from its immobilization or the vehicle must be removed. The Association shall be allowed to maintain and store its maintenance vehicles, if applicable, on specific areas of the property as necessary for the operation and maintenance of the common areas of the subdivision.

- (h) Accumulation of refuse. No lumber, metals, bulk materials, refuse or trash shall be kept, stored or allowed to accumulate on any part of the property, except building materials used during the course of original construction of any approved structure, or any approved renovation, repair or reconstruction. If trash or other refuse is to be disposed of by being picked up and carried away on a regular and recurring basis, containers must only be placed in the open on any day that a normal pick up is to be made, at such place on the property to provide access to persons making such pick up. At all other times such containers shall be stored in such manner so that they cannot be seen from adjacent and surrounding property. The ARB, in it's discretion, may adopt and promulgate reasonable rules and regulations relating to the size, shape, color and type of containers permitted and the manner of storage of the same on the property.
- (i) <u>Business activity</u>. No profession or home industry or other commercial venture shall be conducted in or on any part of the property or in any improvements thereon. The Board of Directors of the Association, (hereinafter referred to as the "Board") in its discretion, upon consideration of the circumstances in each case, and particularly upon consideration of the effect of surrounding property and property owners, may permit the conduct of a profession or home industry within a residence located on the Such commercial operation may be permitted only after the Board has determined that it is compatible with a high quality residential neighborhood and does not unreasonably interfere with the adjoining property or adjoining property owners. This section may not be interpreted to authorize or permit any commercial activity which is in violation of local statute or zoning regulations. Any such approval granted by the Board may be withdrawn if the Board determines that such authorized or permitted activity is unreasonably interfering with the rights of the subdivision in general or any individual lot owner within said subdivision. In no event shall any part of the premises or any structure thereon be used as a school, child care center, kindergarten, learning center, musical instrument or voice training center, or other public building, including non-profit or charitable institutional use.
- (j) Air conditioning units and solar collectors. No wall or window air conditioning units nor solar collectors shall be permitted except with the prior written consent of the ARB.
- (k) <u>Pipes and clotheslines</u>. No water pipes, gas pipes, sewer pipes, drainage pipes or clotheslines may be installed or maintained on the property so as to be visible from adjoining property or public view except hoses and movable pipes used for temporary irrigation purposes.
- (1) Real estate office or subdivision office. The declarant may, in declarant's sole discretion, use any lot within subject property for the construction of and/or use of a building constructed thereon as a subdivision office, real estate office or model home, and as such the same shall not be subject to terms, provisions and requirements of these covenants until such time as all other lots within the subject property have been sold and upon that occurrence said lot and building constructed thereon shall, as soon as reasonably possible and to the extent reasonably and economically practical, be brought into compliance with these covenants.
- (m) <u>Machinery</u>. No machinery shall be placed on or operated upon any portion of the subject property except such machinery as is normal and usual in the maintenance of a private residence, or except such as is necessary during the original construction of a regidence or a major renovation or improvement thereto.
- (n) Mailboxes. The design of all mailboxes must be approved by the ARB and said ARB may establish a common design and a required location for all mailboxes, so long as compatible with the requirements of the United States Postal Service. If required by the ARB, the homeowner, shall purchase from the ARB at a standard common charge to be applied uniformly, a standard mailbox and shall install and maintain said mailbox in appropriate condition and repair, with original color scheme being maintained thereon, as required by the ARB. Any damage or destruction to mailboxes which cannot be adequately repaired will result in the lot owner being required to purchase a replacement mailbox meeting the previous requirements.

(o) Authorized use and exceptions. Notwithstanding other provisions herein, each residence located within subject property shall be used as only a single-family residence and subject to all other requirements hereunder, but, the ARB may authorize any lot owner, with respect to his or her residence, to temporarily use same for more than one family, to temporarily maintain a sign other than as expressly permitted herein, to locate other temporary structures on the property, and may make other exceptions to these covenants. In all such instances, approvals and exceptions by the ARB must be in writing and each case and each request shall be reviewed on its own merits and the ARB shall have unrestricted discretion and neither the granting of similar requests for other lot owners nor the approval and consent of adjoining lot owners shall in any way be a determinative influence on the decision of the ARB.

written approval of the Association or the ARB, as the case may be, do any of the following on any part of the subject property or the common areas; (1) use gas or electric motor boat on any lake or pond, (2) boat or fish without permission (no permission to boat or fish will be granted to Enyone under the age of sixteen years, unless they will be accompanied by an adult); (3) permit the running of animals except when on a leash; (4) light any fired except in designated picnic area facilities or within a residence or in an appropriately located grill; (5) fell any trees or injure or damage any landscaping, within the "common areas"; (6) interfere with or block any drainage, utility or access easement, or nature riding or walking trails; (7) build any structures, fences, recreational or other common facilities other than those approved by the ARB; (8) discharge any liquid or other materials other than natural water drainage into any lake, pond, or water course; (9) alter or obstruct any lakes, ponds or water courses, nature riding or walking trails, or easement areas or; (10) interfere with any water control structures or apparatus. There shall be absolutely no swimming or wading in any part of the lakes, ponds or streams on the subject property. Nor shall any person violate any rules and regulations that may be established by the Association governing the use of common areas or the rules or requirements that may be established by the ARB.

- (q) <u>Lakes, ponds and waterfront areas</u>. The lakes, ponds and waterfront areas, should they exist, which may be located within the residential portions or residential plats of the Sturbridge Plantation Subdivision; nature and walking trails and other common area amenities, if and when dedicated, are and shall be a part of the common areas of the residential portions of the subdivision, whether or not they may be located within this particular plat. A perpetual easement in favor of the Association is hereby created for the benefit of the Association and for the benefit of the individual lot owners, over any portions thereof designated on the face of the plat as a drainage easement or access easement whereby said dedication is made, as a drainage easement or an access easement are a part of the "common areas" of the subdivision whether or not they may be located within this particular plat. The owners of all lots shall be subject to a perpetual easement in favor of the Association and other lot owners over any portions thereof designed on the face of the plat as a drainage easement or an access easement either to the lakes, ponds, waterfront areas or otherwise. Each lot owner shall have the right, at all times, of ingress and egress to and from such water, but shall be responsible for the maintenance thereof, as a member of the Homeowner's Association, and shall be responsible for the maintenance of his entire lot, including easement areas, when not included as a common area. It is understood and agreed that all such rights are for the joint mutual benefit of all lot owners within the subdivision and that said lakes, ponds, waterfront areas and waterways, if developed and dedicated are and shall be for the primary purpose of aesthetic benefits, beautification and pleasure of the lot owners within the subdivision and their visitors and guests, but that said lakes, ponds and waterways also serve other useful and necessary purposes. For these reasons, except to the extent that insurance coverage may be provided by the Association, and in consideration of the sale of each respective lot and the joint mutual benefits attendant thereto, the owners of each lot within the subdivision whether abutting the water or not, shall and do by the purchase of a lot within said subdivision release and discharge the declarants, the Association and/or its officers and directors, the City of Montgomery, Alabama a municipal corporation, from any and all claims for debts or damages sustained by the lot owner or existing in the lot owner's favor, to the lot owner, to the lot owner's property and property rights heretofore or hereafter to be sustained or to accrue by reason or on account of the existence of, operation of, and maintenance of said lakes, ponds or waterways. In addition, each lot owner shall indemnify and hold harmless the declarant and the Association, and/or its officers and directors, and the other lot owners within said subdivision from any and all liability, damages or responsibilities as a result of any injury or damage claims made by the lot owner, the lot owner's family, visitors or guests, except to the extent that insurance coverage may be made available by the Association. Absolutely no swimming or bathing is allowed in any lake, stream or water course within the subdivision.
- (r) Owner's easement of enjoyment. Every lot owner shall have a right and easement of enjoyment in and to the common areas within the subdivision, subject to the terms of this declaration and to any restrictions or limitations contained in any deed or amendment to this declaration conveying to the Association or subjecting such property to this declaration. Lot owners may delegate, in accordance with the by-laws of the Association, his or her right of enjoyment of the use of common areas and facilities to the members of his or her family, tenants and social invitees. The Association shall have the right to charge a reasonable admission fee or usage fee for admission to use any recreational area or facility situated upon the common area and shall have the right to suspend the voting rights and rights to use said common areas or recreational facilities by any owner for any period of time during which any assessment against his lot remains unpaid, or for a period not to exceed sixty (60) days for any infraction of the published rules and regulations of the Association. The Association shall have the right and power, after a two-thirds affirmative vote, to grant and dedicate all or a part of the common areas to an appropriate local, state or federal government entity.
- 17. In order to beautify said subdivision for the benefit of all lot owners and to permit the utility companies to install underground utility services to each house in said subdivision, no owner of any lot within such subdivision will commence construction of any house on any lot until such owner (1) notifies the utility companies that such construction is proposed, (2) grants in writing to said companies such rights and easements as they request in connection with their construction, operation, maintenance and removal of the underground service laterals on each lot and (3) provides at his, her or its own expense, and in accordance with specifications to be furnished by the utilities, all excavating, trenching and back filling which said utility company requests in connection with the installation of the underground service or service laterals on each lot.

- 18. Pursuant to an agreement between the owner and Alabama Power Company (APC), and/or Dixie Electric Cooperative (DEC), APC or DEC will at their own expense provide the owner of each lot within said subdivision, on which a house is constructed, with an outdoor base on the rear or side exterior of each house, and subsequent to owner's completion of excavation work necessary in connection therewith, will provide and install at its own expense, the underground service lateral extending from the incoming service point to the outdoor metering base. APC or DEC, their successors and assigns, will retain title to the underground service lateral and outdoor metering base servicing each said house, and said service entrance facilities provided by APC or DEC will not in any way be considered a fixture or fixtures and thereby a part of said real estate, but will remain movable personal property belonging to said APC or DEC, their successors and assigns, and will be subject to removal by APC or DEC, their successors and assigns, in accordance with applicable rules and regulations approved by the Alabama Public Service Commission if required or applicable. Similar agreements may be reached with other utility providers and in such event the declarant may similarly obligate the property throughout the subdivision and each lot described in this plat and the property owners thereof.
- 19. Satellite antenna discs and any and all other transmitting or receiving antenna type devices within the subdivision or on the exterior of any house within the subdivision are discouraged, but may be approved as to need, size, location, required screening and any other respects by the ARB, whose absolute discretion in these matters shall be unrestricted. Likewise, there shall be no ham radio transmission equipment or other electronic transmission equipment operated or permitted to be operated on subject property without the prior written approval of the ARB. Any such approval granted by the ARB may be withdrawn and terminated if it is determined by the ARB that said approval is resulting in an unnecessary or unreasonable interference with the rights of the subdivision in general or any individual lot owner within the subdivision.
- 20. There will be a Homeowner's Association, which will be identified as the Sturbridge Homeowner's Association, hereinbefore and after referred to as the "Association", in which the owners of each lot are entitled to participate having one vote per residential lot, and to which the owners of each lot shall be obligated, by ownership of said lot to be member thereof, and shall be obligated to pay an annual base assessment and any other special assessments that may be assessed by said association or its governing body. The failure to pay same in a timely fashion will result in a lien against subject real property, as hereinafter set out. Said association shall primarily be responsible for the installation and maintenance of areas of common responsibility (common areas) within the subdivision, and the operation of the ARB and may provide insurance protection and/or other protections or guarantees to the association in general and to the individual lot owners within the subdivision. This paragraph in this plat document, is intended to merely be a general description of the existence of said association to the lot owners, their heirs and assigns, and their obligations with relation thereto. more specific and detailed terms, provisions, operating procedures, assessment responsibilities, and other terms and provisions relating to said Association will be more specifically and fully set out in a separate document which will be identified as the "Articles of Incorporation of Sturbridge Homeowner's Association, Inc." and the "By-Laws of Sturbridge Homeowner's Association, Inc. ".

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21. In addition to any other terms and provisions of the Articles of Incorporation and/or By-Laws of the Sturbridge Homeowner's Association, Inc., each lot owner shall be liable for a proportionate share of the expenses of the Association and particularly those which are incurred in the maintenance a repair of all common areas within the subdivision. The Association, through its Board will set the appropriate amount of said assessment and will establish the annual due date for same. Any assessment not paid within thirty (30) days after the due date shall bear interest the rate of ten percent (10%) per annum from the due date until the date when paid. All payments upon said assessment account shall be first applied to interest and then to the assessment payment first due. The Association is hereby granted a lien upon each lot and its appurtenances and its undivided interest in the common areas, which lien shall secure and undivided interest in the common areas, which lien shall secure and does secure the monies due for all assessments now or hereafter levied or subject to be levied against the owner of each lot, and shall also secure interest, if any, which may be due on the account of any delinquent assessment, and which lien shall also secure all or any definquent assessment, and which item binds described accosts and expenses, including a reasonable attorney's fee which may be incurred by the Association in enforcing this lien. Said lien to favor of being prior to all other liens except only tax liens in favor of the United States, State, County or municipality and shall cover all sums unpaid and due for dues or assessments, whether in the form of a general assessment or a special assessment. No lot owner or owners may escape or avoid responsibility for dues or assessments by his or her waiver of the use of or enjoyment of any of the common elements or by the abandonment or non-use of his or her lot, or by any other means.

- 22. The declarant may amend this declaration of protective covenants at any time so long as declarant has the right to appoint the Board of Directors of the Association; thereafter, this declaration may be amended only by the affirmative vote or written declaration may be amended only by the affirmative vote or written declaration may be amended only by the affirmative vote or written declaration. consent of voting members representing seventy-five percent (75%) consent of voting members representing sevency-live percent (75%) of the total votes of the Association. Any amendment must be recorded in the Office of the Judge of Probate of Montgomery County, Alabama.
- 23. The Association shall indemnify every officer, director and committee member of the Association against any and all expenses, including trial and appellate attorney's fees and costs, reasonably incurred by or imposed upon any officer, director or committee member in connection with any action, suit or other proceedings to which he or she may be a party, by reason of being or having been an officer or director or committee member of the Association. The officers and directors shall not be liable for any mistake of judgment, negligent or otherwise, except for their own individual willful malfeasance, misconduct or bad faith, with regard to the business of the Association. The officers and directors shall have no personal liability with respect to any contract or other commitment made by them, in good faith, on behalf of the Association, except to the extent that they are members of the Association, and the Association shall indemnify and forever hold each of said officers and directors free and harmless against any and all liability to others on account of any such contract or any and all Hability to others on account of any such contract of commitment. Any right of indemnification provided for herein shall not be exclusive of any other rights to which any officer or director, or former officer or director, may be entitled. The Association may, as a part of the common expense, maintain adequate ABSOCIATION may, as a part of the common expense, maintain adequate general liability insurance, and officers and directors liability insurance to fund this obligation, if such insurance is reasonably available and felt to be appropriate by the Association.
 - Wherever the term "owner" or "developer" or "declarant" is used herein, it shall include Southern Boulevard Corporation, its successors and assigns. These covenants and restrictions touch and benefit all of the land reflected on the above referenced plat map and shall run with the land and shall be binding upon the land, the Southern Boulevard Corporation, all subsequent lot owners or land owners within subject plat area, their successors and assigns, the utilities referenced herein either specifically or generally, and their successors and assigns. Invalidation of any of the foregoing covenants and restrictions, or parts thereof, shall in no way affect any other provision contained herein nor invalidated way affect any other provision reserves the right both for itself portion thereof. The declarant reserves the right both for itself, its successors and assigns to change, alter, modify or amend these protective covenants in accordance with terms, provisions and protective covenants in accordance with terms, provisions and requirements hereof until such time as the operation of the Association is turned over to the Association by the declarant pursuant to paragraph 4 hereof. Under no circumstances may these pursuant to paragraph 4 hereof. covenants be changed, modified, altered or amended without the written consent of the declarant or its successors or assigns so long as the declarant, it successors and assigns continue to have operational control of the Association as more particularly set out hereinabove.

Pursuant to a resolution of its Board of Directors, Southern Boulevard Corporation, a corporation, owner of the property shown above, hereby joins in, executes, and signs the foregoing surveyor's certificate plat, map and restrictions and adopts and approves this said plat and map on this the ______ day of ______, 1994.

ATTEST:

SOUTHERN BOULEVARD CORPORATION, a corporation John J. Myrick

By: Ken Hallis
ILB Secretary

STATE OF ALABAMA MONTGOMERY COUNTY I, the undersigned authority, a Notary Public in and for said state at large, hereby certify that Goodwin L. Myrick and Ken State at large, names as President and Secretary, respectively, of Wallis, whose names as President Southern Boulevard Corporation, a corporation, are signed to the Southern Boulevard Corporation, a corporation, are signed to the foregoing surveyor's certificate, plat, map and restrictions and being informed of the contents of said certificate, plat, map and restrictions, in their official capacities, respectively, and with full authority, executed the same voluntarily for and as the and as the act of said corporation. Given under my hand and official seal this the 5th _____, 199_6____.

STATE QF ALABAMA MONTGOMERY COUNTY

I, Roy Jones, a registered Land Surveyor of Montgomery, Alabama, hereby certify that the property shown on this map is true and correct, that all corners are marked with iron pins and that they actually exist. I hereby certify that all parts of this survey and drawing have been completed in accordance with the requirements of the Minimum Technical Standards for the Practice of Land Surveying in the State of Alabama.

Reg. No. 17267

STATE OF ALABAMA MONTGOMERY COUNTY

This plat has been submitted to and considered by the City Planning Commission of Montgomery, Alabama, and is approved by such Commission.

Tire Montgamery City Planning Commission

A. L. Wallace Executive Secretary MAR 1 3 1996

Date

STATE OF ALABAMA MONTGOMERY COUNTY

This plat has been approved by the Montgomery County Engineering Department of Montgomery, Alabama.

Mongomery County Engineer

MAR 1 3 1996