

THE HERITAGE #17
ARB GUIDELINES

1. ALL HOMES ARE REQUESTED TO HAVE AN 8 FOOT USABLE FRONT PORCH.
2. THERE WILL BE A STANDARD GAS POLELIGHT IN THE FRONT YARD, TWO CARRIAGE LIGHTS BY THE FRONT DOOR (GAS) OR ONE HANGING FOYER GAS LIGHT.
3. IF FENCING IS DESIRED, STANDARD 4' BLACK METAL FENCING WILL BE REQUIRED ON ALL LAKE LOTS. A 6' WOODEN SHADOW BOX PRIVACY FENCE ON ALL REMAINING LOTS.
4. NO TREES WILL BE TAKEN DOWN OUTSIDE 5 FOOT PERIMETER FROM THE SLAB. IF A PERSON WANTS A POOL, THEY WILL NEED TO RESERVE A NON-TREED LOT. ALL TREES OUTSIDE THE 5 FOOT LIMIT WILL NEED ARB APPROVAL BEFORE THEY ARE REMOVED.
5. STANDARD REQUIREMENTS FOR STURBRIDGE CONSTRUCTION APPLIES TO "THE HERITAGE."

**Declaration of Protective Covenants
Conditions and Restrictions for
Sturbridge Plantation Plat No. 17**

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, Inc., South Central Bell Telephone Company and Alabama Gas Corporation, their successors and assigns, or other appropriate public or quasi public utilities, the easements along and over all of the lots and property reflected hereon together with the right to construct, install, operate and maintain and replace, along said easements, all conduits, cables, trans closures and other appliances and said facilities useful or necessary in connection therewith, for the underground transmission and distribution of electrical power, underground communication services, and natural gas service, upon, under and across said easements. Also granted hereby is the right to install and maintain underground service laterals from said easements to serve the building or buildings on each lot herein. Together with all the rights and privileges necessary 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.

Declarant is the owner of all lots and land embraced herein (hereinafter sometimes referred to as this "Subdivision" or this "Neighborhood") adjoining and contiguous to the Sturbridge Plantation, a mixed use development, consisting of residential, commercial, office and other uses as has been approved by the applicable governmental authorities. Declarant shall hereinafter develop Sturbridge Plat No. 17 as part of the Sturbridge Plantation, with the owners of all the lots and land embraced herein thereby becoming members of and subject to the Sturbridge Homeowners Association, Inc., a non-profit corporation (hereinafter sometimes referred to as the "Association.") The Association is governed by its Board of Directors (hereinafter sometimes referred to as the "Board") pursuant to its Articles of Incorporation heretofore recorded in the Office of the Judge of Probate, Montgomery County, Alabama and its By-Laws adopted by the Board. The Association, among other things, has the power, duty and right (1) to govern, control and regulate the use, improvement and repair of any common areas, entrance ways, amenities or other properties it owns or controls in Sturbridge Plantation, including this Subdivision, for the use, enjoyment of all the members of the Association in accordance with the By-Laws, Rules and Regulations of the Association and these protective covenants, and (2) to assess each lot and collect such dues, fees, and assessments as it deems necessary and appropriate to perform such duties for each and every Neighborhood and/or Subdivision in Sturbridge Plantation. In addition, the Declarant, is owner of certain other real property in Montgomery County, Alabama (hereinafter sometimes referred to as the "Annexable Area") which may, at the sole discretion of Declarant, from time to time, become a part of Sturbridge Plantation and subject to these protective covenants by Declarant and whose owners may become members of the Association.

Furthermore, the Board, in accordance with its By-Laws has previously formed an Architectural Review Board (hereinafter sometimes referred to as the "ARB") for the Sturbridge Plantation which shall supervise, monitor, and when the ARB deems appropriate, insure compliance with these protective covenants.

The Association, may from time to time, divide the Sturbridge Plantation, including this Subdivision and any future subdivisions within the Annexable Area into delegate districts for

each Neighborhood as hereinafter defined by the sub-associations but only upon proper approval by the Association.

By the adoption of this plat, Southern Boulevard Corporation, owner of all of the lots and land embraced herein, hereby adopts the following protective covenants and imposes them upon the property comprising the 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. 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.

1. USE OF PROPERTY: No lot shall be used except for single-family residential purposes.
2. TYPE DWELLING: 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. MINIMUM SQUARE FOOTAGE REQUIREMENT: Each residence constructed within said plat shall have a minimum square footage of air conditioned and heated living area of at least 2200 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 1600 square feet. All lots within this plat must have and continue to have a minimum of 85 feet of 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 setback line shall be as reflected on this original plat.
4. ARB APPROVAL: No building or addition thereto or fence, swimming pool 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 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 is comprised of not less than three (3) individuals originally, namely Mark Fain, Norman Schlemmer and a third individual to be designated by the Sturbridge Homeowners Association, Inc. 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. In 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, 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, which has been organized as a part of this overall 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 shall 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. BUILDING SETBACK REQUIREMENTS: 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 FIVE (5) foot minimum sideyard shall be permitted for a garage or other permitted and approved accessory building on the rear one-third of the respective lot. There shall be a minimum of FIFTEEN (15) feet of separation between principal buildings. 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. RESUBDIVISION OR PARTITION OF LOTS: 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 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: Easements for installation and maintenance of utilities and private drainage and access 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 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 through said drainage easement. No water shall be diverted to other lots other than on established drainage easement.

8. OVERHEAD FACILITIES: The owners of 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, cable television service 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 or existing and/or future overhead transmission or communication facilities on existing Alabama Power Company rights of way). Nothing herein shall be construed to prohibit overhead street lighting fixtures, or ornamental yard lighting where such is serviced by underground wires or cable.
9. GARAGES AND OUTBUILDINGS: 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, 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 garage or outbuilding shall be of a permanent nature and shall conform to the general architecture of the principal building. Prefabricated, metal or portable structures are considered nonconforming. Any such structure, including fencing, must be approved in writing by the ARB, and in no event shall temporary metal or wooden storage buildings be permitted without ARB approval.
10. NUISANCE: 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. TEMPORARY STRUCTURE: No structure of a temporary character, trailer, tent, mobile home, motor home, recreational vehicle, camper, 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. SIGNS: 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 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. The Developer, the Association and/or the ARB shall have the right to enter upon any lot of any lot owner and remove any sign not in compliance with these restrictions, provided, however, that prior notice is given of such action, either verbally or in writing.
13. MINING: 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. No derrick or other structure designed for use in drilling for oil, water or natural gas shall be erected, maintained or permitted on any lot without the express prior written consent of the Architectural Review Board. No individual water supply system or water softener system

nor any sewage system shall be permitted on any lot, unless such system is approved by the Architectural Review Board and designed, located, constructed and equipped in accordance with the requirements, standards and recommendations of any applicable water authorities, Montgomery County Health Department, and all other applicable governmental authorities.

14. ANIMALS: 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, and 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. PLANTING AND OBSTRUCTIONS: No fence, wall, hedge or shrub planting which obstructs sight lines at 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. The Association and/or the ARB shall have the right, but not the obligation, to enter upon any lot owner's property to trim or prune, at the owner's expense, any hedge or other plantings, which, in the opinion of the Association or the ARB by reason of its location upon the property or the height to which it is permitted to grow, is unreasonably detrimental to the adjoining property or obscures the view of the street, traffic or surrounding amenities or is unattractive in appearance, provided, however, that the owner shall be given fifteen (15) days prior notice of such action.
16. GARAGES AND CARPORTS. Garage doors shall remain closed except when vehicles are entering and/or exiting the garage. 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.
17. PARKING. Vehicle parking in grass shall not be permitted. The owner of each lot shall provide parking space for at least three (3) automobiles, per lot, off the public street, and combined 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.
18. USE OF PROPERTY. No previously approved structure shall be used for any purpose other than that for which it was originally designed and approved.

19. RECREATIONAL VEHICLES. No boat, boat trailer, house trailer, horse 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 be 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.
20. COMMERCIAL TRUCKS. No commercial truck, commercial vehicle or commercial equipment shall be permitted to be parked or to be stored at any place in the Subdivision. This prohibition on parking and storage shall not apply to temporary parking of trucks and/or commercial vehicles used for pick up and delivery.
21. REMEDIES FOR VEHICLE AND/OR RECREATIONAL EQUIPMENT VIOLATIONS. Any such vehicle or recreational equipment parked in violation of these covenants 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 quasi criminal 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.
22. VEHICLE MAINTENANCE AND REPAIR. No vehicle maintenance or repair shall be performed on any vehicles upon any portion of any lot or any street within the Subdivision, unless performed in a garage, except in an emergency situation. Notwithstanding the foregoing, all repairs to disabled vehicles on any portion of any lot or any street within the Subdivision 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, in specific areas of the Subdivision as necessary for the operation and maintenance of the common areas of the Subdivision.
23. ACCUMULATION OF REFUSE. No lumber, metals, bulk materials, refuse or trash shall be kept, stored or allowed to accumulate on any part of any lot or any street within the Subdivision, 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 to provide access to making such pickup. At all other times such containers shall be stored in such a manner so that they cannot be seen from the adjacent and surrounding lots. The ARB, in its 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.
24. BUSINESS ACTIVITY. No profession or home industry or other commercial venture shall be conducted in or on any part of a lot 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 within the Subdivision. 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 lots or adjoining lot owners. 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 or any individual lot owner within said Subdivision. In no event shall any part of any lot or any structure thereon be used as a school, childcare center, kindergarten, learning center, musical instrument or voice training center, or other public building, including non-profit or charitable institutional use.

25. AIR CONDITIONING UNITS AND SOLAR COLLECTORS. No wall or window air conditioning units or solar collectors shall be permitted except with the prior written consent of the ARB.
26. PIPES AND CLOTHESLINES. No water pipes, gas pipes, sewer pipes, drainage pipes or clotheslines may be installed or maintained on any lot within the Subdivision so as to be visible from adjoining lots or public view except hoses and movable pipes used for temporary irrigation purposes.
27. REAL ESTATE OFFICE OR SUBDIVISION OFFICE. The Declarant may, in Declarant's sole discretion, use any lot within the Subdivision 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 Subdivision 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.
28. MACHINERY. No machinery shall be placed on or operated upon any portion of any lot within the Subdivision 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 residence or a major renovation or improvement thereto.
29. 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.
30. AUTHORIZED USE AND EXCEPTIONS. Notwithstanding other provisions herein, each lot and residence located within the Subdivision 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 expressly permitted herein, to locate other temporary structures on a lot, 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.

31. PROHIBITIVE USES. No person shall, without the written approval of the Association or the ARB, as the case may be, do any of the following on any part of any lot, the common areas or any portion of the Subdivision; (1) use gas or electric motor boats on any lake or pond; (2) boat or fish without permission (no permission to boat 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 animals except when on a leash; (4) light any fires 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 trail; (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; (11) no pier, dock or other structure or obstruction shall be built or maintained upon any waterfront lot or into or upon any waterway on the property or adjacent thereto; (12) no device may be constructed or installed upon any lot which shall in any way alter the course of or natural boundaries, of any waterway or which shall involve or result in the removal of water from any waterway. There shall be absolutely no swimming or wading in any part of the lakes, ponds or streams. 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.
32. LAKES, PONDS AND WATERFRONT AREAS. 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 riding and walking trails, 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 designated on the face of the plat at 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 Declarant, 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, defend and hold harmless the Declarant and the Association, and/or its officers and directors, and the other lot owners within said division from any and all liability, damages or responsibilities and a result of any injury or damage claims made by the lot owner, the lot owner's family, visitors or guests. Absolutely no swimming or bathing is allowed in any lake, stream or water course within the Subdivision.

33. OWNERS 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 areas, including without limitation all registration fees, annual dues and assessments for Sturbridge Plantation Pool, Park and Fitness Center, 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.
34. STORM DRAINAGE. All lots adjacent to water shall be subject to a storm drainage overflow easement, including the right to overflow and submerge the portion of the lot included therein. No permanent structure shall be placed over any part of the drainage overflow easement without prior written approval from the ARB. The owner of each lot abutting the storm drainage overflow easements shown on this plat will hold the City of Montgomery, Alabama, Southern Boulevard Corporation, its successors and assigns, Sturbridge Homeowners Association, its successors and assigns, their officers, directors, employees and contractor harmless from any damages or injury by storm water runoff to physical property or life, human or animal. The City of Montgomery, Alabama, will not be responsible for installation and/or maintenance of the drainage overflow easement or in any private storm drainage easement.
35. NOTIFICATION TO UTILITY COMPANIES. 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, for the mutual benefit of all lot owners therein, no owner of any lot within said 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 deem

necessary in connection with their construction, operation, maintenance, replacement and removal of underground service laterals on each lot; (3) provides at his, her or its own expense, and in accordance with specifications to be furnished by the utilities, all excavating, trenching and backfilling which said utility company requests in connection with the installation of the underground service or service laterals on each lot, and (4) otherwise complies with the Rules and Regulations for Underground Residential Distribution on file with and approved by the Alabama Public Service Commission. Further, no plants, shrubs, fences, walls or other obstructions shall be placed in front of or within three (3) feet of any side of any pad-mounted equipment and the utility companies shall not be liable for any damages to or destruction of any shrubs, trees, flowers, grass or other plants caused by the equipment or employees of the utility companies or their contractors engaged in the construction, operation, maintenance, replacement or removal of the utility companies' facilities. Appropriate meter locations must be obtained from the utility companies prior to installing or relocating service entrance facilities and associated internal wiring. Owners must install meter sockets provided by the utility companies to that company's specifications and provide and install two (2) inch (for 200 amp or three (3) inch (for 400 amp) schedule 40 PVC or equivalent galvanized conduit from the meter socket to two (2) feet below finished grade.

36. RIGHTS GRANTED TO UTILITY COMPANIES. Pursuant to an agreement between the Declarant and Alabama Power Company (APC), and/or Dixie Electric Cooperative, Inc. (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 metering 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, will retain title to all underground facilities installed by the Companies or their contractors including but not limited to the underground service lateral and outdoor metering socket 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 will be subject to removal by APC or DEC, their successors, in accordance with applicable Rules and Regulations filed with and approved by the Alabama Public Service Commission. 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 lot owners thereof.
37. ANTENNAS AND DISHES. No visible ham radios, radio transmission equipment, television antennas, radio antennas, television satellite or satellite antenna disks shall be erected or placed on any lot residence or outbuilding, without written approval from the ARB.
38. MEMBER OF ASSOCIATION; LIABILITY FOR ASSESSMENT. There is a Homeowner's Association, which is 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 a 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, including without limitation to any fee based amenities, such as the Sturbridge Plantation Pool, Park and Fitness Center. The failure to

pay same in a timely fashion will result in a lien against subject real property, as herein after 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. Further, 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.", as may be amended from time to time.

39. LIEN FOR ASSOCIATION ASSESSMENTS. 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 and repair of all common areas within the Subdivision, including without limitation to any fee based amenities, such as the Sturbridge Plantation Pool, Park and Fitness Center. 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 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 costs and expenses, including a reasonable attorney's fee which may be incurred by the Association in enforcing this lien. Said lien 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. In addition, all lot owners shall join the Sturbridge Plantation Pool, Park and Fitness Center, and shall be liable for all registration fees, annual dues and assessments for such facilities.
40. AMENDMENT. 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 consent 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 Montgomery County, Alabama.
41. INDEMNIFICATION. The Association shall indemnify, defend and hold harmless 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, defend 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 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 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 or its Board.

42. DEVELOPER DEFINED; DEVELOPER'S RIGHTS. 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. Invalidity 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 operation of the Association is turned over to the Association by the Declarant pursuant to paragraph 4 hereof. Under no circumstances may these covenants be changed, modified, altered or amended without the written consent of the Declarant or its successors or assigns so long as the Declarant, its successors and assigns continue to have operational control of the Association as more particularly set out hereinabove.
43. OBLIGATIONS AFTER TRANSFER. Upon sale of a lot, the owner so selling shall not have further liability for the obligations thereon which accrue against the lot sold after the date of the conveyance; provided, however, that nothing herein shall be construed so as to relieve an owner of any lot from any liabilities or obligations incurred prior to such sale pursuant to this Declaration of Covenants.
44. NOTICE. Any notice required or permitted herein shall be in writing and mailed, postage prepaid by registered or certified mail, return receipt requested and shall be directed as follows: if intended for a lot owner (1) to the address of the lot, if improved; (2) if the lot is not improved, to the address set forth in the purchase contract or purchase contract application; (3) if none of the foregoing, to the last known address of the owner. If intended for the Declarant, to the address of the Association, which is currently 9015 Sturbridge Place, Montgomery, Alabama, 36116. If certified delivery is refused or returned, the notice to the lot owner by regular mail is sufficient for notification purposes hereunder.
45. GOVERNING LAW. The Declaration of Protective Covenants, Conditions and Restrictions shall be governed by the laws of the United States, the State of Alabama and the City of Montgomery. In no case shall this Declaration be interpreted or construed to violate any Federal, State, City or local requirements or regulations. These lots shall also be governed

by the Articles, By-Laws, Rules and Regulations of the Association. If any conflict arises between this Declaration and the Articles, By-Laws, Rules and Regulations of the Association, then the more restrictive provision of either such document shall control.

46. EASEMENTS. Easements for installation and maintenance of utilities and private drainage and access are reserved as shown on this plat. The easement area shall be maintained continuously by the owners of the respective lots, except for those improvements for which a public authority or utility is responsible. No lot owner shall file, divert or otherwise impede the flow of water across, along and/or under any drainage easement.
47. OUTSIDE USES. No rocks, rock gardens, bird baths, ponds or pools, lawn sculptures, artificial plantings, children's play equipment, basketball goals, lawn furnishings or the like, shall be permitted without the written approval of the ARB. No vegetable, herb or similar gardens shall be planted or maintained so as to be visible from the street or readily visible by adjacent property owners.
48. SWIMMING POOL EQUIPMENT. Swimming pool equipment and housing must be underground or placed in walled-in or landscaped areas so as not to be visible from adjoining property.
49. FENCING. No fence or walls of any kind shall be erected without the approval of the ARB. No fence or wall shall be erected or placed on any lot nearer to any street than the minimum setback lines of said lot unless approved by the ARB.
50. MAINTENANCE AND UPKEEP. Every lot owner shall maintain their lot in a neat and clean manner, including but not being limited to, regular mowing of grass, routine weeding and pruning of shrubs, trees and other landscaping. Every lot owner shall also maintain the exterior of their residence and outbuildings by routine cleaning, painting, repair, replacement, if necessary, of all exterior surfaces, including, but not being limited to, roofs, shutters, trim, doors, walkways, brick, drive, siding, wood, fireplaces, fences, walls and driveways. No lot owner shall place any window treatment in a window, where the exterior side of said window treatment is of a color or nature that is offensive or is deemed a nuisance by the Association or other residents of the Subdivision.
51. APPROVED CONTRACTORS. All improvements constructed on any lot located within the subdivision shall be made by a contractor or builder approved by the Association and/or the ARB. The Association and/or the ARB may, at its sole discretion, establish criteria and requirements upon which a contractor or builder may or may not be approved to construct improvements on properties in this plat. This covenant is not to be construed as an attempt to show prejudice, malice or favor toward any person or entity, but only to attempt to discourage unscrupulous and/or undesirable business in Sturbridge Plantation. By approving or disapproving any contractor neither the association nor the ARB shall be deemed to pass upon the character or reputation of any contractor or to warrant or guarantee the performance or work of any such contractor in any manner whatsoever.
52. CONSTRUCTIVE NOTICE AND ACCEPTANCE. Every person, corporation, partnership, limited liability company, limited partnership, trust, association or other legal entity, who or which shall hereafter own or acquire any right, title, interest or estate in or to any lot, whether or not such interest is reflected in the Office of the Judge of Probate of Montgomery County, Alabama, shall be conclusively deemed to have consented and agreed to each and every covenant, condition, restriction, reservation and easement

contained or by reference incorporated herein, including, but not limited to, the Articles and the Bylaws, whether or not any reference to this Declaration is contained in the document or instrument pursuant to which such person, corporation, partnership, limited liability company, limited partnership, trust, association or other legal entity shall have acquired such right, title, interest or estate in the lot or any interest therein.

53. ENFORCEMENT: ATTORNEYS' FEES. Enforcement of these protective covenants may be instituted by the Declarant, the Association, the ARB and/or the owner of any lot in the manner prescribed herein or by a proceeding at law or in equity against the person, persons, or legal entities violating or attempting to violate any of these covenants. Any action may be either to restrain violation or to recover damages therefor. Notwithstanding anything herein contained to the contrary, in the event of litigation arising out of the interpretation or enforcement of the rights or obligations under this declaration, the Declarant, the Association and the ARB shall each be entitled to recover its costs and expenses in connection with such litigation, including, but not limited to, reasonable attorneys' fees, costs and expenses, which may be awarded by the court before whom such litigation is brought.
54. PARAGRAPH HEADINGS. Paragraph headings, where used herein, are inserted for convenience only and are not intended to be a part of this Declaration or in any way define, limit or restrict the scope and intent of the particular sections or paragraphs in which they are contained or to which they refer.
55. EFFECT OF INVALIDATION. If any particular provision of this Declaration is held to be invalid by any court, the invalidity of such provision shall not affect the validity of the remaining provisions hereof.
56. WAIVER. None of the terms or provisions of this Declaration can be waived, modified or amended except by a written instrument duly signed by the party against whom such waiver, modification or amendment is sought to be enforced.
57. NO REVERTER. No provision of this Declaration is intended to create, or shall be construed as creating, a condition subsequent to or a possibility of reverter.
58. GENDER. Throughout this Declaration the masculine gender shall be deemed to include the feminine and neuter, and the singular, the plural, and vice versa, unless otherwise clear from the context in which such term is used.

STATE OF ALABAMA
MONTGOMERY COUNTY

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Pursuant to a resolution of its Board of Directors herein adopted, Alfa Properties, Inc., an Alabama 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 July, 2005.

Alfa Properties, Inc.
An Alabama corporation

By:
Its

By:
Its

STATE OF ALABAMA
MONTGOMERY COUNTY

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I, the undersigned authority, a Notary Public in and for said state at large, hereby certify that _____ and _____, whose names as _____ and _____, respectively, of Alfa Properties, Inc., an Alabama 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 _____ day of July, 2005.

Notary Public

NOTES:

All utility and private access easements shown hereon, if any, are for the use of any utility which may require them. These easements include the rights of ingress and egress for maintenance of the property, facilities and apparatus included therein. All private drainage easements shown hereon, if any, are for surface drainage as needed. Installation and maintenance of property in these easements are not the responsibility of the City or County of Montgomery, Alabama.

All easements or rights of way, except utility, private drainage, and private access easements, shown on the plat, if any, are hereby dedicated to the City and/or County of Montgomery, Alabama for public use. These dedicated easements include the rights of ingress and egress by City and County employees for maintenance of the property included in the easements. No permanent structure may be placed on any dedicated easement shown.

Easements for sanitary sewer and water mains shown hereon, if any or 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 sewer and water lines and their appurtenances.

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