

PROTECTIVE COVENANTS  
STURBRIDGE PLANTATION PLAT 6

NOTES:

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 the 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 the City and 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.

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

STATE OF ALABAMA     )  
MONTGOMERY COUNTY    )

I, George T. Goodwyn, a registered engineer and land surveyor of Montgomery, Alabama, hereby certify that I have surveyed the property shown on this plat and that the plat is true and correct, and that all corners are marked with iron pins and that they actually exist.

This is the \_\_\_\_\_ day of \_\_\_\_\_, 1991.

\_\_\_\_\_  
George T. Goodwyn                      Reg. No. 5826

## Declaration of Protective Covenants

### Conditions and Restrictions for Sturbridge Plantation, Plat 6

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 quasipublic utilities, the easements along and over all of the lots and property reflected hereon together with the right to construct, install, operate and maintain, along said easements, all conduits, cables, translosures 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.

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 covenant 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. 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 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 1400 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 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 C. Lee Ellis, J. Mark Fain, and Norman Schlemmer, or any other person or persons appointed by the Southern Boulevard Corporation to serve in the place of any one of these individuals. 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 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, 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 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. 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-quarter 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 resubdivision 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 resubdivision 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 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 authority or utility company is responsible.

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 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 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 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 an 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 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) Carports and garages. No carports or garages shall open toward the main street or any other street, nor shall they 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 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, sub-contractors, 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) Use of property. 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, 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 can not 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.

(e) Commercial trucks. No commercial truck, vehicle or 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.

(g) Vehicle maintenance and repair. No vehicle 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 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) Business activity. 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 property. 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) Pipes and clotheslines. 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.

(l) 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) Machinery. 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 residence 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 from the Association.

(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.

(p) Prohibited 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 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 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 any drainage, utility or access easement; (7) build any structures, 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 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) Lakes, ponds and waterfront areas. The lakes, ponds and waterfront areas which may be located within the residential portions or residential plats of the Sturbridge Plantation subdivision, 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 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 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 and 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 backfilling 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, 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 trough or if the owner qualifies under APC's or DEC's service entrance program, an outdoor house power box, to be installed by and at the expense of said owner 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 trough or house power box of said house. APC or DEC, their successors and assigns, will retain title to the underground service lateral and outdoor metering trough or house power box (exclusive of circuit breakers) 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. 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. 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.".

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 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.

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 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.

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 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.

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 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 uninvalidated 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.

Pursuant to a resolution of its Board of Directors herein adopted, 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 \_\_\_\_\_, 1991.

ATTEST:

SOUTHERN BOULEVARD CORPORATION,  
a corporation

By: \_\_\_\_\_  
Its Secretary

By: \_\_\_\_\_  
Its President

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 J. T. Salmon, 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 \_\_\_\_\_ day of \_\_\_\_\_, 1991.

\_\_\_\_\_  
Notary Public

STATE OF ALABAMA       )  
MONTGOMERY COUNTY     )

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

THE MONTGOMERY CITY PLANNING COMMISSION

By: \_\_\_\_\_ Date \_\_\_\_\_  
Herman C. Lott, Executive Secretary

STATE OF ALABAMA       )  
MONTGOMERY COUNTY     )

This plat has been approved by the Montgomery County Engineering Department, Montgomery, Alabama on this the \_\_\_\_\_ day of August, 1991.

\_\_\_\_\_  
Montgomery County Engineer