

STURBRIDGE
PATIO HOMES
PLAT NO. 1

LYING IN THE S.W. 1/4 OF SEC. 28,
AND THE S.E. 1/4 OF SEC. 29,
T16N, R19E

MONTGOMERY COUNTY, ALABAMA
NOVEMBER, 1987 SCALE 1"=50'

Goodwyn, Mills & Cawood
MONTGOMERY, ALABAMA
ENGINEERS
ARCHITECTS
SURVEYORS

| Field Station | Drawn By | Field Checked | Office Checked |
|------------------|-------------|------------------|-------------------|
| S.N. | cmw | S.N. | DRP |

PROTECTIVE COVENANTS
STURBRIDGE PATIO HOMES PLAT NO. 1

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 of the utilities used or located therein. Installation and maintenance of the property within these easements is not the responsibility of the City of Montgomery nor Montgomery County.

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 City and County employees for installation of improvements and maintenance of improvements on the property included in said easements or rights of way.

When electric service is requested and supplied by any utility from an under ground system, the trenching and back filling from the front property line to the metering point will be the responsibility of the property owner requesting service. No overhead wires, poles or overhead facilities for any kind of electrical, telephone, cable or other utility service shall be permitted on any part of said property, except at those places where overhead distribution facilities are necessary to provide system capacity for the underground system. Nothing herein shall be construed to prohibit overhead street lighting or ornamental yard lighting where serviced by underground wires or cables.

A perpetual 10-foot exclusive utility easement is reserved jointly to the various utilities for a service lateral extending from the front property line on each lot shown on this Plat to the metering point of each lot.

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 for installation and maintenance of sanitary sewers and water lines and their appurtenances.

The easements for utilities and private drainage are for the use of any utility company which may require them and for surface drainage as needed.

There shall be no permanent structure of any type built, placed or erected in any part of the easements reflected herein and dedicated hereby.

The owner of each lot abutting any drainage easement or storm drainage overflow easement shown on this Plat will hold the City of Montgomery and Hope Hull Land Company, their successors and assigns, harmless for any and all damages or injuries caused by storm water or drainage water run off to physical property or to persons or animals.

The streets shown hereon, if not previously dedicated, are hereby dedicated to the City and/or County of Montgomery, Alabama, for 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 the 29th day of January, 1988.


George T. Goodwyn
Reg. No. 5826

PROTECTIVE COVENANTS, CONDITIONS AND RESTRICTIONS
FOR STURBRIDGE PATIO HOMES, PLAT NO. 1

By the adoption of this Plat, Hope Hull Land Company, a 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 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 legal 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 portions thereof, all of which shall remain in full force and effect.

1. Use. No lot shall be used except for single-family residential purposes.

2. Structural Requirements. 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, and 3rd floor construction is in the area that would normally be considered attic area, with all construction being subject to review and approval of the Architectural Review Board (ARB) as hereinafter set out. No previously approved structure shall be used for any other purpose other than that for which it was originally designed and approved.

3. Lot Integrity. No lot shall be split, divided or subdivided for sale, re-sale, gift, transfer or otherwise, except that Hope Hull Land Company (Declarant) hereby reserves unto itself, its successors and assigns, the right to amend this Plat as necessary for the purpose of decreasing or increasing lot and parcel sizes or boundaries.

4. Residential Size Requirements. Each residence constructed within this Plat shall have a minimum of 1500 square feet of air conditioned and heated living area, exclusive of openporches, attached garages, carports or other non-living areas, or, in the case of any residence to be constructed having more than one story, same must have a minimum ground floor living area of at least 900 square feet and at least 600 square feet on the upper floor. All lots within this Plat must have and continue to maintain a minimum frontage in feet as reflected on this Plat, subject only to Declarant's right to amend as set out above.

thereto shall be erected, altered, or placed on any lot until the construction plans and specifications and a plan showing the location of the structure on the lot have been approved by the 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 line of said lot, unless similarly approved. Approvals shall be by the ARB which shall be comprised of not less than three individuals. Initially, said individuals will be James E. Richardson, Norman Schlemmer and Bill Wallace or any other person or persons appointed by the Hope Hull Land Company to serve in the place of any one of them. 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 with approval noted thereon. The ARB will establish its own requirements, procedures, policies and time frames which requirements shall be available on request to lot owners, their architects or builders. All approvals by the ARB must be in writing and must be signed by a minimum of two members of the ARB and, where plans and specifications are required, said approval shall 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 construction or major renovation or addition thereto, 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 material standards, building construction standards, and other standards that it deems appropriate. Approval of any plans or the setting of any requirements for approval shall not and does not constitute any representation or guarantee of the safety or architectural integrity thereof 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 Homeowners Association (hereinafter referred to as the "Association") which will be organized as a part of the overall development of Sturbridge at any time that the Declarant deems appropriate prior to the full and total development of the entire residential portions of 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 Sturbridge Subdivision is developed by a substantial completion of construction thereon.

6. Set-Back and Building Lines No building shall be erected on any lot nearer to the front lot line, the rear lot line or nearer to the side street line than the minimum building set-back line shown on this Plat. No building shall be located nearer than ten (10) feet to one interior lot line but may be located on the other interior lot line in what is commonly referred to as "zero lot line construction". The exterior unconnected walls of adjacent buildings shall have a minimum of ten (10) feet clear area (outside face of wall to outside face of wall). Such area shall be available as limited easement for roof overhangs, water drainage, and principal building maintenance. The land surface area (not to exceed more than ten (10) feet from the lot line) shall be subject to an easement for the use of a building owner, his agents, employees and invitees during reasonable daylight hours, for the purpose of maintenance and home improvements for his respective property. Except as provided herein, the abutting owners shall not have rights of ingress and egress and lot owners may fence, landscape and improve such area so long as water drainage from said premises is not impeded or does not interfere with the use of an adjoining lot. For the purposes of the other set-back lines and the 10-foot interior lot line, eaves, steps, stoops, entrance platforms and ornamental planting boxes shall not be considered a part of building construction, provided, however, that this shall not be construed to permit any portion of any building on any lot to encroach upon, under or above any other lot. The location of home construction within the lot boundaries must be approved by the ARB. The ARB will only approve construction locations within the area of each lot referred to as the "buildable area" on the subdivision development plan which will be filed with the City of Montgomery Planning Commission and which will be available for review by builders and lot owners at all reasonable times at the offices of the Declarant. No two residential units may share the same zero lot line.

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7. Easement Maintenance. The easement areas of each lot and all improvements within the easement areas shall be maintained continuously by the owner of the respective lots, except for those improvements for which a public authority or utility company is responsible.

8. Garages-Outbuildings. No separate garage or outbuilding of any type or nature except garden or ornamental landscaping structures shall be erected, constructed or placed on or allowed to occupy any lot or portion thereof. Each residence must have a minimum side-by-side parking pad, off street to the rear of the residence, to accommodate two automobiles. This parking pad may be within a connected garage or an attached car port or may be open air. No temporary structures may be erected except those that may be used in the storage of tools and materials during the time of construction of a residence. Any garage, storage room or car port shall be attached to the main construction, shall be of a permanent nature and shall conform to the general architectural requirements of the subdivision as applicable to the main residence. Prefabricated and/or portable structures shall be considered as non-conforming.

9. Parking and Vehicle Storage. No boat, boat trailer, house trailer, horse trailer, trailer, camper, motor home or any similar unit shall be kept or stored on or at any lot for a period of time in excess of 24 hours unless housed in a car port or garage. No commercial trucks, vehicles or equipment shall be permitted to be parked on or stored at any place on the property. This prohibition on parking shall not apply to temporary parking of moving trucks or delivery vehicles or other commercial vehicles used for pick up, delivery or repairs at the individual residences within the subdivision. The subdivision is designed for rear-lot parking with the front lot streets being designed for only ingress and egress traffic flow and temporary guest parking. Therefore, there shall be no vehicles parked or stored on the front streets overnight or for a period of more than twelve hours. Temporary guest parking on the front streets will be permissible, but all overnight guest parking must be accommodated in the individual residential parking areas at the rear of each individual lot and not within the easement areas. Any vehicle, truck, recreational equipment or unit parked in violation of these or other regulations contained herein or in violation of the rules and regulations now or hereafter adopted by Association may be towed by the Association at the sole expense of the owner of such vehicle, truck, recreational equipment or unit if it is in violation hereof and remains so for more than the time periods outlined herein. The Association shall not be liable to the owner of such vehicle, truck, recreational equipment or unit for trespass, conversion or otherwise, nor guilty of any criminal or quasi-criminal act by reason of such towing and neither the removal or failure of the owner to receive any notice of said violation shall be grounds for relief of any kind as a result of said towing.

10. Vehicle Repairs. No maintenance or repairs shall be performed on any vehicle on any portion of the property, unless performed in a garage or car port, except in emergency situations. Notwithstanding the foregoing, all repairs to disabled vehicles within the property must be completed within four hours from the time of its immobilization or the vehicle must be removed from the property. The Association shall be allowed to maintain and store its maintenance vehicles on specific areas of the property as necessary for the operation and maintenance of this property or related portions of Sturbridge Subdivision.

11. Rear Ingress/Egress Easements. There is hereby reserved, created and granted to each owner of lots 1-28, Block C and 1-21, Block A, inclusive, shown hereon, a non-exclusive easement appurtenant to each lot for ingress and egress for the use and benefit of each of the said owners, their heirs, successors and assigns, parties in privity with the owners, and invitees of the owners, over and across the private access easements running across the lots as shown on this map, extending from public road to the boundary line of each respective lot where it intersects said private access easement. In addition, a non-exclusive easement appurtenant is reserved over and across these same roadways for the use and benefit of all future patio home lot owners who become owners of lots in future plats of this same patio home subdivision which may require access across same. Each applicable owner shall at all times keep said private access easement open, clear and unobstructed for the free flow of vehicular and pedestrian traffic. The private access easement is for the use and benefit of any owner(s) of said lots 1-28, Block C and 1-21, Block A, inclusive. Each owner of lots 1-28, Block C and 1-21, Block A, inclusive, shall bear 1/49 of the cost and expense of maintaining, repairing and replacing all or any portion of the improvements on said easement, and in the determination thereof shall have one vote. The term "Owner" as used herein shall mean the collective owner(s) of any one lot. This covenant is to run with the land and shall be binding on all persons claiming under it. There shall be no vehicle parking within these easements.

12. Animals and Pets. No animals, livestock, insects, reptiles or poultry shall be kept or maintained on any part of the property without the express written consent of the Board of Directors of the Association, except for usual inside household pets kept for purposes other than breeding or commercial enterprise. Because of the close proximity of lot lines and residences within this portion of the Sturbridge Subdivision, no out door pets will be allowed and no out door pet yards or fenced areas will be permitted regardless of the fact that dogs and dog yards may be allowed in other portions or plats of Sturbridge Subdivision. No person shall permit the outdoor running or maintaining of any animal except when such animal is on a leash and under the control of the owner thereof.

13. 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. No profession, home industry or other commercial venture shall be conducted in or on any part of the property or any improvements thereon without the written approval of the Board of Directors of the Association and such activity may be permitted only after the Board has determined that it is compatible with a high quality residential patio home 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 statutes or zoning ordinances. Any such approval granted by the Board may be withdrawn if it determines that such authorized or permitted activity is unreasonably interfering with the rights of the subdivision in general or any individual lot owners 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 facility whether or not the same is charitable or not-for-profit.

14. Signs. No sign of any kind shall be displayed visible to the public view on any lot except in the case of an owner advertising the property for sale or rent or in the case of a builder advertising the property during the construction and sale period, in which case one sign of not more than five square feet shall be allowed on any lot.

any kind shall be permitted upon or under any lot, nor shall any oil wells, tunnels, tanks, mineral excavations or shafts be permitted on, upon or under any lot. No structure designed for use in drilling or mining shall be erected or maintained or permitted upon any lot.

16. Traffic Visibility. No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between two and six feet above the road ways 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 along said streets twenty feet from the corner of the intersection of said street lines. The same sight line limitations shall apply on any lot within ten feet from the intersection of a street property line with the edge of a driveway pavement. No tree or planting shall be permitted to remain within such distances, areas or intersections unless the foliage line is maintained at a minimal height sufficient to prevent obstruction of sight lines.

17. Material Storage. 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 thereof. 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 be placed in the open, only on the 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 a manner that they cannot be seen from adjacent and surrounding property. 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 on the property.

18. External Equipment. No wall or window air conditioning units nor solar collectors or external radio or television antennas or reception discs shall be permitted except with the prior written consent of the ARB.

19. Pipes and Lines. No water pipes, gas pipes, sewer pipes, drainage pipes or clothes lines may be installed or maintained on the property so as to be visible from adjoining property or visible to the public view except hoses and movable pipes used for temporary irrigation purposes.

20. Sales Office. The Declarant may, in its sole discretion, use any lot within the subdivision for the construction 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 the terms, provisions and requirements of these covenants until such time as all other lots within the subdivision have been sold. 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.

21. 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 as is necessary during the original construction of a residence or a major renovation or improvement thereto, which is approved by the ARB.

22. Mailboxes. The design of all mail boxes must be approved by the ARB which may establish a common design and a required location for all mail boxes so long as compatible with the requirements with the United States Postal Service. Each lot owner will be responsible to provide underground wiring to the mail box location. Developer/Declarant may provide the original mail box and, if required by the ARB, the home owner shall purchase from the ARB or Association, at a standard common charge to be applied uniformly, a standard mail box and shall install and maintain said mail box in appropriate condition and repair with the original color scheme being maintained thereon, as required by the ARB. Any damage or destruction to mail boxes which cannot be adequately repaired will result in the lot owner being required to purchase a replacement mail box from the ARB or Association.

23. Single-Family Usage. Notwithstanding other provisions herein, each residence located within subject property shall be used only as 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 the 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, as it deems reasonable, to these covenants. In all such instances, approvals and exceptions by the ARB must be in writing and each request will be reviewed on its own merits and neither the granting of a similar request 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.

24. 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 within the entire Sturbridge Subdivision;
- (2) boat or fish on any lake within the Sturbridge Subdivision if under the age of sixteen (16) years unless accompanied by an adult;
- (3) permit the running of any animals, except when on a leash;
- (4) light fires except in designated picnic area facilities or within a residence or an appropriately located grill;
- (5) fell any trees or interfere with any drainage, utility or access easement;
- (6) build any structures, recreational facilities or other facilities not approved by the ARB;
- (7) discharge any liquid or other materials other than natural water drainage into any lake, pond or water course;
- (8) alter or obstruct any lake, pond or water course; or
- (9) interfere with any water control structure or apparatus.

There shall be absolutely no swimming or wading in any part of the lakes, ponds or streams on subject property or within the Sturbridge Subdivision. No person shall violate any rule and regulation that may be established by the Association governing the use of common area within the entire Sturbridge Subdivision or within the subject property, or the rules or requirements that may be established by the ARB.

25. Lakes, Ponds and Waterfront Areas--Liability and Hold Harmless. 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 all 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 any plat, whereby said dedication is made, as a drainage easement or an access easement as 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 portion thereof designated on the face of the plat as a drainage easement or an access easement either to the lakes, ponds, waterfront areas or other common areas. Each lot owner shall have the right, at all times, of ingress and egress to and from such water or common facilities, but shall be responsible for the maintenance thereof as a member of the Homeowners 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, waterways and other common areas, 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 may 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 owner of each lot within the subdivision, whether abutting the water or not, shall and do by the purchase of a lot within the subdivision, release and discharge the Declarant, the Association and/or its officers and directors, and 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, the lot owner's property and property rights heretofore or hereafter to be sustained or to accrue by reason of or on account of the existence, operation, and maintenance of said lakes, ponds, waterways or other common facilities. In addition, each lot owner shall indemnify and hold harmless the Declarant, the Association and/or its officers and directors and other lot owners within the subdivision, from any and all liability, damages or responsibilities as a result of any injury or damage claims made by the lot owner, the lot owner's family or visitors and guests of the lot owner, except to the extent that insurance coverage may be made available by the Association.

26. 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 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 to 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 of any recreational area or facility situated upon the common area and shall have the right to suspend the voting rights and rights of use of said common areas or recreational facilities by any owner or his or her assigns for any period of time during which any assessment on 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 two-thirds affirmative vote, to grant and dedicate all or a part of the common areas to an appropriate local, state or federal governmental entity.

27. Utilities. In order to beautify the 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 the 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 the specifications to be furnished by the utilities all excavating, trenching and back filling which said utility companies may require in connection with the installation of underground service or service laterals on each lot.

28. Transmission Equipment. There shall be no radio, electronic or ham radio transmission equipment or other electronic transmission equipment operated on 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 an unreasonable interference with the rights of the subdivision in general or any individual lot owner within the subdivision.

29. Homeowners Association. There will be a Homeowners Association which will be identified as the Sturbridge Homeowners Association (hereinafter and hereinafter 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. 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 is intended to be only a general description of said Association and a general notification to all purchasers of lots within the Sturbridge Subdivision, their heirs and assigns, of the existence of said Association and of their obligations with regard 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 set out in a separate document which will be identified as the "Articles of Incorporation of Sturbridge Homeowners Association, Inc." and the "By-Laws of Sturbridge Homeowners Association, Inc."

30. Homeowners Association Dues and Charges. In addition to any other terms and provisions of the Articles of Incorporation and/or By-Laws of the Sturbridge Homeowners Association, Inc., each lot owner shall be liable for a proportionate share of the expenses of the Association which are incurred in the operation of the Association and particularly those incurred in the maintenance and repair of all common areas and facilities within the subdivision. The Association, through its board, will set the appropriate amount of said assessments and may differentiate between the various plats within the subdivision and will establish the annual due date for same. Any assessment not paid within thirty (30) days after the due date shall bear interest at the rate of ten (10%) percent per annum from the due date until the date payment is made. All payments upon said assessment account shall be first applied to the 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 and does secure the monies due for all assessments, now or hereafter levied or subject to be levied against each lot or the owner thereof and shall secure interest, if any, which may be due on the account of any delinquent assessment and said lien shall also secure all costs and expenses, including reasonable attorneys fees, 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 of Alabama, Montgomery County or municipality of Montgomery, and except all sums unpaid and due on a first mortgage of record. No owner of any lot may exempt himself or herself from liability for contributions toward the common expenses, whether in the form of a general assessment or a special assessment, by waiver of the use of or enjoyment of any of the common areas or facilities or by the abandonment or non-use of his or her lot or by any other means.

31. Amendments. The Declarant may amend this Declaration of Protective Covenants at any time so long as the Declarant has the right to appoint the Board of Directors of the Association; thereafter, this Declaration may be amended only by the affirmative or written consent of voting members representing seventy-five (75%) percent of the total votes of the Association. Any amendment must be recorded in the Office of the Judge of Probate of Montgomery County, Alabama.

32. Indemnification of Officers and Directors. The Association shall indemnify every officer, director, and committee member of the Association against any and all expenses, including trial and appellate attorneys 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, director or committee member of the Association. The officers and directors shall not be liable for any mistake of judgment, negligence or otherwise, except for their own 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 officer and director free and harmless against any 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 right 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 if felt to be appropriate by the Association.

33. Wherever the term "owner", "developer" or "declarant" is used herein, it shall include Hope Hull Land Company, 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 Hope Hull Land Company, all subsequent lot owners or land owners with the subject plat area, their successors, heirs and assigns, the utilities referenced herein, either specifically or generally, and their successors and assigns. Invalidation of any of the foregoing covenants and restrictions, or parts thereof, shall in no way affect any other provisions contained herein nor uninvalidated portions thereof. The Declarant reserves the right, both for itself and its success and assigns, to change, alter, modify or amend these protective covenants in accordance with the terms, provisions and requirements hereof, until such time as the operation of the Association is turned over to the Association by Declarant pursuant to prior paragraphs 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.

34. Pursuant to a resolution of its Board of Directors, heretofore adopted, Hope Hull Land Company, 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 27th day of January, 1988.

ATTEST:

HOPE HULL LAND COMPANY

J. T. Salmon
Its Secretary

By: Goodwin L. Myrick
Its President

STATE OF ALABAMA)
MONTGOMERY COUNTY)

I, the undersigned, 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 Hope Hull Land Company, a corporation, are signed to the foregoing instrument, and who are known to me, acknowledged before me on this day that, being informed of the contents of the instrument, they, as such officers and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and official on January 27 1988.

Cheryl M. Brooks
Notary Public

STATE OF ALABAMA)
MONTGOMERY COUNTY)

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

THE MONTGOMERY PLANNING COMMISSION

By: Herman C. Lott, Executive Secretary

Date _____

STATE OF ALABAMA)
MONTGOMERY COUNTY)

This Plat has been approved by the Montgomery County Engineering Department, Montgomery, Alabama, on this the _____ day of January, 1988.

MONTGOMERY COUNTY ENGINEERING DEPARTMENT

By _____
Engineer

Map of
Sturbridge Patio Homes Plat No. 2

LYING IN THE SOUTHWEST QUARTER OF SECTION 28,
AND THE SOUTHEAST QUARTER OF SECTION 29, T-16-N, R-19-E
MONTGOMERY COUNTY, ALABAMA

GOODWYN, MILLS and CAWOOD, INC.

Engineers — Architects — Surveyors

125 Interstate Park Drive
Montgomery, Alabama

March 5, 1992

Scale: 1" = 50'

PLAT. BK 40 PG 088

1992 OCT 29 11 58 AM

PROTECTIVE COVENANTS, CONDITIONS AND RESTRICTIONS
FOR STURBRIDGE PATIO HOMES, PLAT NO. 2

By the adoption of this Plat, Southern Boulevard Corporation, a 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 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 previously amended or terminated in accordance with the provisions of paragraph 31 hereinafter set out, and an instrument recorded reflecting said termination or change. 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 legal 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 portions thereof, all of which shall remain in full force and effect.

1. Use. No lot shall be used except for single-family residential purposes.

2. Structural Requirements. 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, and 3rd floor construction is in the area that would normally be considered attic area. All construction being subject to review and approval of the Architectural Review Board (ARB) as hereinafter set out. No previously approved structure shall be used for any other purpose other than that for which it was originally designed and approved.

3. Lot Integrity. No lot shall be split, divided or subdivided for sale, re-sale, gift, transfer or otherwise, except that Southern Boulevard Corporation (Declarant) hereby reserves unto itself, its successors and assigns, the right to amend this Plat as necessary for the purpose of decreasing or increasing lot and parcel sizes or boundaries.

4. Residential Size Requirements. Each residence constructed within this Plat shall have a minimum of 1500 square feet of air conditioned and heated living area, 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, same must have a minimum ground floor living area of at least 900 square feet and at least 600 square feet on the upper floor. All lots within this Plat must have and continue to maintain a minimum frontage in feet as reflected on this Plat, subject only to Declarant's right to amend as set out above.

thereto shall be erected, altered, or placed on any lot until the construction plans and specifications and a plan showing the location of the structure on the lot have been approved by the 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 line of said lot, unless similarly approved. Approvals shall be by the ARB which shall be comprised of not less than three individuals. Initially, said individuals will be Mark Fain, Norman Schlemmer and Bill Wallace or any other person or persons appointed by Southern Boulevard Corporation to serve in the place of any one of them. 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 with approval noted thereon. The ARB will establish its own requirements, procedures, policies and time frames which requirements shall be available on request to lot owners, their architects or builders. All approvals by the ARB must be in writing and must be signed by a minimum of two members of the ARB and, where plans and specifications are required, said approval shall 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 construction or major renovation or addition thereto, 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 material standards, building construction standards, and other standards that it deems appropriate. Approval of any plans or the setting of any requirements for approval shall not and does not constitute any representation or guarantee of the safety or architectural integrity thereof 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 Homeowners Association (hereinafter referred to as the "Association") which will be organized as a part of the over-all development of Sturbridge at any time that the Declarant deems appropriate prior to the full and total development of the entire residential portions of 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 Sturbridge Subdivision is developed by a substantial completion of construction thereon.

6. Set-Back and Building Lines. No building shall be erected on any lot nearer to the front lot line, the rear lot line or nearer to the side street line than the minimum building set-back line shown on this Plat. No building shall be located nearer than ten (10) feet to one interior lot line but may be located on the other interior lot line in what is commonly referred to as "zero lot line construction". The exterior unconnected walls of adjacent buildings shall have a minimum of ten (10) feet clear area (outside face of wall to outside face of wall). Such area shall be available as limited easement for roof over hangs, water drainage, and principal building maintenance. The land surface area (not to exceed more than ten (10) feet from the lot line) shall be subject to an easement for the use of a building owner, his agents, employees and invitees during reasonable daylight hours, for the purpose of maintenance and home improvements for his respective property. Except as provided herein, the abutting owners shall not have rights of ingress and egress and lot owners may fence, landscape and improve such area so long as water drainage from said premises is not impeded or does not interfere with the use of an adjoining lot. For the purposes of the other set-back lines and the 10-foot interior lot line, eaves, steps, stoops, entrance platforms and ornamental planting boxes shall not be considered a part of building construction, provided, however, that this shall not be construed to permit any portion of any building on any lot to encroach upon, under or above any other lot. The location of home construction within the lot boundaries must be approved by the ARB. The ARB will only approve construction locations within the area of each lot referred to as the "buildable area" on the subdivision development plan which will be filed with the City of Montgomery Planning Commission and which will be available for review by builders and lot owners at all reasonable times at the offices of the Declarant. No two residential units may share the same zero lot line.

7. Easement Maintenance. The easement areas of each lot and all improvements within the easement areas shall be maintained continuously by the owner of the respective lots, except for those improvements for which a public authority or utility company is responsible.

8. Garages-Outbuildings. No separate garage or outbuilding of any type or nature except garden or ornamental landscaping structures shall be erected, constructed or placed on or allowed to occupy any lot or portion thereof. Each residence must have a minimum side-by-side parking pad, off street to the rear of the residence, to accommodate two automobiles. This parking pad may be within a connected garage or an attached car port or may be open air. No temporary structures may be erected except those that may be used in the storage of tools and materials during the time of construction of a residence. Any garage, storage room or car port shall be attached to the main construction, shall be of a permanent nature and shall conform to the general architectural requirements

of the subdivision as applicable to the main residence. Prefabricated and/or portable structures shall be considered as non-conforming.

9. Parking and Vehicle Storage. No boat, boat trailer, house trailer, horse trailer, trailer, camper, motor home or any similar unit shall be kept or stored on or at any lot for a period of time in excess of 24 hours unless housed in a car port or garage. No commercial trucks, vehicles or equipment shall be permitted to be parked on or stored at any place on the property. This prohibition on parking shall not apply to temporary parking of moving trucks or delivery vehicles or other commercial vehicles used for pick up, delivery or repairs at the individual residences within the subdivision. The subdivision is designed for rear-lot parking with the front lot streets being designed for only ingress and egress traffic flow and temporary guest parking. Therefore, there shall be no vehicles parked or stored on the front streets overnight or for a period of more than twelve hours. Temporary guest parking on the front streets will be permissible, but all overnight guest parking must be accommodated in the individual residential parking areas at the rear of each individual lot and not within the easement areas. Any vehicle, truck, recreational equipment or unit parked in violation of these or other regulations contained herein or in violation of the rules and regulations now or hereafter adopted by Association may be towed by the Association at the sole expense of the owner of such vehicle, truck, recreational equipment or unit if it is in violation hereof and remains so for more than the time periods outlined herein. The Association shall not be liable to the owner of such vehicle, truck, recreational equipment or unit for trespass, conversion or otherwise, nor guilty of any criminal or quasi-criminal act by reason of such towing and neither the removal or failure of the owner to receive any notice of said violation shall be grounds for relief of any kind as a result of said towing.

10. Vehicle Repairs. No maintenance or repairs shall be performed on any vehicle on any portion of the property, unless performed in a garage or car port, except in emergency situations. Notwithstanding the foregoing, all repairs to disabled vehicles within the property must be completed within four hours from the time of its immobilization or the vehicle must be removed from the property. The Association shall be allowed to maintain and store its maintenance vehicles on specific areas of the property as necessary for the operation and maintenance of this property or related portions of Sturbridge Subdivision.

11. Rear Ingress/Egress Easements. There is hereby reserved, created and granted to each owner of lots 29-38, Block C and 22-37, Block A, inclusive, shown hereon, a non-exclusive easement appurtenant to each lot for ingress and egress for the use and benefit of each of the said owners, their heirs, successors and assigns, parties in privity with the owners, and invitees of the owners, over and across the private access easements running across the lots as shown on this map, extending from public road to the boundary line of each respective lot where it intersects said private access easement. In addition, a non-exclusive easement appurtenant is reserved over and across these same roadways for the use and benefit of all future patio home lot owners who become owners of lots in future plats of this same patio home subdivision which may require access across same.

Each applicable owner shall at all times keep said private access easement open, clear and unobstructed for the free flow of vehicular and pedestrian traffic. The private access easement is for the use and benefit of any owner(s) of said lots 29-38, Block C and 22-37, Block A, inclusive. Each owner of lots 29-38, Block C and 22-37, Block A, inclusive, shall bear 1/26 of the cost and expense of maintaining, repairing and replacing all or any portion of the improvements on said easement, and in the determination thereof shall have one vote. The term "Owner" as used herein shall mean the collective owner(s) of any one lot. This covenant is to run with the land and shall be binding on all persons claiming under it. There shall be no vehicle parking within these easements.

12. Animals and Pets. No animals, livestock, insects, reptiles or poultry shall be kept or maintained on any part of the property without the express written consent of the Board of Directors of the Association, except for usual inside household pets kept for purposes other than breeding or commercial enterprise. Because of the close proximity of lot lines and residences within this portion of the Sturbridge Subdivision, no outdoor pets will be allowed and no outdoor pet yards or fenced areas will be permitted regardless of the fact that dogs and dog yards may be allowed in other portions or plats of Sturbridge Subdivision. No person shall permit the outdoor running or maintaining of any animal except when such animal is on a leash and under the control of the owner thereof.

13. 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. No profession, home industry or other commercial venture shall be conducted in or on any part of the property or any improvements thereon without the written approval of the Board of Directors of the Association and such activity may be permitted only after the Board has determined that it is compatible with a high quality residential patio home 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 statutes or zoning ordinances. Any such approval granted by the Board may be withdrawn if it determines that such authorized or permitted activity is unreasonably interfering with the rights of the subdivision in general or any individual lot owners 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 facility whether or not the same is charitable or not-for-profit.

14. Signs. No sign of any kind shall be displayed visible to the public view on any lot except in the case of an owner advertising the property for sale or rent or in the case of a builder advertising the property during the construction and sale period, in which case one sign of not more than five square feet shall be allowed on any lot.

15. Oil or Mining Operations. No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or under any lot, nor shall any oil wells, tunnels, tanks, mineral excavations or shafts be permitted on, upon or under any lot. No structure designed for use in drilling or mining shall be erected or maintained or permitted upon any lot.

16. Traffic Visibility. No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between two and six feet above the road ways 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 along said streets twenty feet from the corner of the intersection of said street lines. The same sight line limitations shall apply on any lot within ten feet from the intersection of a street property line with the edge of a driveway pavement. No tree or planting shall be permitted to remain within such distances, areas or intersections unless the foliage line is maintained at a minimal height sufficient to prevent obstruction of sight lines.

17. Material Storage. 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 thereof. 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 be placed in the open, only on the 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 a manner that they cannot be seen from adjacent and surrounding property. 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 on the property.

18. External Equipment. No wall or window air conditioning units nor solar collectors or external radio or television antennas or reception discs shall be permitted except with the prior written consent of the ARB.

19. Pipes and Lines. No water pipes, gas pipes, sewer pipes, drainage pipes or clothes lines may be installed or maintained on the property so as to be visible from adjoining property or visible to the public view except hoses and movable pipes used for temporary irrigation purposes.

20. Sales Office. The Declarant may, in its sole discretion, use any lot within the subdivision, or this plat, for the construction 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 the terms, provisions and requirements of these covenants until such time as all other lots within the subdivision have been sold. 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.

21. 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 as is necessary during the original construction of a residence or a major renovation or improvement thereto, which is approved by the ARB.

22. Mailboxes. The design of all mail boxes must be approved by the ARB which may establish a common design and a required location for all mail boxes so long as compatible with the requirements with the United States Postal Service. Each lot owner will be responsible to provide underground wiring to the mail box location. Developer/Declarant may provide the original mail box and, if required by the ARB, the home owner shall purchase from the ARB or Association, at a standard common charge to be applied uniformly, a standard mail box and shall install and maintain said mail box in appropriate condition and repair with the original color scheme being maintained thereon, as required by the ARB. Any damage or destruction to mail boxes which cannot be adequately repaired will result in the lot owner being required to purchase a replacement mail box from the ARB or Association.

23. Single-Family Usage. Notwithstanding other provisions herein, each residence located within subject property shall be used only as 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 the 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, as it deems reasonable, to these covenants. In all such instances, approvals and exceptions by the ARB must be in writing and each request will be reviewed on its own merits and neither the granting of a similar request 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.

24. 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 within the entire Sturbridge Subdivision;

(2) boat or fish on any lake within the Sturbridge Subdivision if under the age of sixteen (16) years unless accompanied by an adult;

(3) permit the running of any animals, except when on a leash;

(4) light fires except in designated picnic area facilities or within a residence or an appropriately located grill;

(5) fell any trees or interfere with any drainage, utility or access easement;

(6) build any structures, recreational facilities or other facilities not approved by the ARB;

(7) discharge any liquid or other materials other than natural water drainage into any lake, pond or water course;

(8) alter or obstruct any lake, pond or water course; or

apparatus.

There shall be absolutely no swimming or wading in any part of the lakes, ponds or streams on subject property or within the Sturbridge Subdivision. No person shall violate any rule and regulation that may be established by the Association governing the use of common areas within the entire Sturbridge Subdivision or within the subject property, or the rules or requirements that may be established by the ARB.

25. Lakes, Ponds and Waterfront Areas--Liability and Hold Harmless. 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 all 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 any plat, whereby said dedication is made, as a drainage easement or an access easement as 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 portion thereof designated on the face of the plat as a drainage easement or an access easement either to the lakes, ponds, waterfront areas or other common areas. Each lot owner shall have the right, at all times, of ingress and egress to and from such water or common facilities, but shall be responsible for the maintenance thereof as a member of the Homeowners 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, waterways and other common areas, 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 may 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 owner of each lot within the subdivision, whether abutting the water or not, shall and do by the purchase of a lot within the subdivision, release and discharge the Declarant, the Association and/or its officers and directors, and 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, the lot owner's property and property rights heretofore or hereafter to be sustained or to accrue by reason of or on account of the existence, operation, and maintenance of said lakes, ponds, waterways or other common facilities. In addition, each lot owner shall indemnify and hold harmless the Declarant, the Association and/or its officers and directors and other lot owners within the subdivision, from any and all liability, damages or responsibilities as a result of any injury or damage claims made by the lot owner, the lot owner's family or visitors and guests of the lot owner, except to the extent that insurance coverage may be made available by the Association.

26. 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 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 to 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 of any recreational area or facility situated upon the common area and shall have the right to suspend the voting rights and rights of use of said common areas or recreational facilities by any owner or his or her assigns for any period of time during which any assessment on 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 two-thirds affirmative vote, to grant and dedicate all or a part of the common areas to an appropriate local, state or federal governmental entity.

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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 the 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 the specifications to be furnished by the utilities all excavating, trenching and back filling which said utility companies may require in connection with the installation of underground service or service laterals on each lot.

28. Transmission Equipment. There shall be no radio, electronic or ham radio transmission equipment or other electronic transmission equipment operated on 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 an unreasonable interference with the rights of the subdivision in general or any individual lot owner within the subdivision.

29. Homeowners Association. There will be a Homeowners Association which will be identified as the Sturbridge Homeowners Association (hereinafter and hereinafter 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. 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 is intended to be only a general description of said Association and a general notification to all purchasers of lots within the Sturbridge Subdivision, their heirs and assigns, of the existence of said Association and of their obligations with regard 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 set out in a separate document which will be identified as the "Articles of Incorporation of Sturbridge Homeowners Association, Inc." and the "By-Laws of Sturbridge Homeowners Association, Inc." The Homeowners Association shall have the right and power to establish and enforce reasonable rules and regulations which will obligate all residents in their use of common areas and activities thereon.

30. Homeowners Association Dues and Charges. In addition to any other terms and provisions of the Articles of Incorporation and/or By-Laws of the Sturbridge Homeowners Association, Inc., each lot owner shall be liable for a proportionate share of the expenses of the Association which are incurred in the operation of the Association and particularly those incurred in the maintenance and repair of all common areas and facilities within the subdivision. The Association, through its board, will set the appropriate amount of said assessments and may differentiate between the various plats within the subdivision and will establish the annual due date for same. Any assessment not paid within thirty (30) days after the due date shall bear interest at the rate of ten (10%) percent per annum from the due date until the date payment is made. All payments upon said assessment account shall be first applied to the 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 and does secure the monies due for all assessments, now or hereafter levied or subject to be levied against each lot or the owner thereof and shall secure interest, if any, which may be due on the account of any delinquent assessment and said lien shall also secure all costs and expenses, including reasonable attorneys fees, 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 of Alabama, Montgomery County or municipality of Montgomery, and except all sums unpaid and due on a first mortgage of record. No owner of any lot may exempt himself or herself from liability for contributions toward the common expenses, whether in the form of a general assessment or a special assessment, by waiver of the use of or enjoyment of any of the common areas or facilities or by the abandonment or non-use of his or her lot or by any other means. The Declarant or the Homeowners Association shall have the right to recover any and all reasonable attorneys fees which may be incurred in the efforts to enforce these covenants or the Bylaws or Rules and Regulations of the Homeowners Association.

right to appoint the Board of Directors of the Association; thereafter, this Declaration may be amended only by the affirmative or written consent of voting members representing seventy-five (75%) percent of the total votes of the Association. Any amendment must be recorded in the Office of the Judge of Probate of Montgomery County, Alabama.

32. Indemnification of Officers and Directors. The Association shall indemnify every officer, director, and committee member of the Association against any and all expenses, including trial and appellate attorneys 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, director or committee member of the Association. The officers and directors shall not be liable for any mistake of judgment, negligence or otherwise, except for their own 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 officer and director free and harmless against any 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 right 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 if felt to be appropriate by the Association.

33. Wherever the term "owner", "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 with the subject plat area, their successors, heirs and assigns, the utilities referenced herein, either specifically or generally, and their successors and assigns. Invalidation of any of the foregoing covenants and restrictions, or parts thereof, shall in no way affect any other provisions contained herein nor uninvalidated portions thereof. The Declarant reserves the right, both for itself and its success and assigns, to change, alter, modify or amend these protective covenants in accordance with the terms, provisions and requirements hereof, until such time as the operation of the Association is turned over to the Association by Declarant pursuant to prior paragraphs 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.

34. Pursuant to a resolution of its Board of Directors, heretofore 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 22 day of October, 1992.

ATTEST:

SOUTHERN BOULEVARD CORPORATION

J. T. Salmon
Its Secretary

By: Goodwin L. Myrick
Its President

STATE OF ALABAMA)
MONTGOMERY COUNTY)

I, the undersigned, 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 instrument, and who are known to me, acknowledged before me on this day that, being informed of the contents of the instrument, they, as such officers and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and official on October 22, 1992.

Sharon B. Mills
Notary Public 4-19-93

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 of the utilities used or located therein. Installation and maintenance of the property within these easements is not the responsibility of the City of Montgomery nor Montgomery County.

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 City and County employees for installation of improvements and maintenance of improvements on the property included in said easements or rights of way.

When electric service is requested and supplied by any utility from an under ground system, the trenching and back filling from the front property line to the metering point will be the responsibility of the property owner requesting service. No overhead wires, poles or overhead facilities for any kind of electrical, telephone, cable or other utility service shall be permitted on any part of said property, except at those places where overhead distribution facilities are necessary to provide system capacity for the underground system. Nothing herein shall be construed to prohibit overhead street lighting or ornamental yard lighting where serviced by underground wires or cables.

A perpetual 10-foot exclusive utility easement is reserved jointly to the various utilities for a service lateral extending from the front property line on each lot shown on this Plat to the metering point of each lot.

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 for installation and maintenance of sanitary sewers and water lines and their appurtenances.

The easements for utilities and private drainage are for the use of any utility company which may require them and for surface drainage as needed.

There shall be no permanent structure of any type built, placed or erected in any part of the easements reflected herein and dedicated hereby.

The owner of each lot abutting any drainage easement or storm drainage overflow easement shown on this Plat will hold the City of Montgomery and Hope Hull Land Company, their successors and assigns, harmless for any and all damages or injuries caused by storm water or drainage water run off to physical property or to persons or animals.

The streets shown hereon, if not previously dedicated, are hereby dedicated to the City and/or County of Montgomery, Alabama, for public use.

STATE OF ALABAMA)
MONTGOMERY COUNTY)

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

W. Darrell Hyatt
W. Darrell Hyatt Reg. No. 16673

10-27-92
Date



STATE OF ALABAMA)
MONTGOMERY COUNTY)

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

The Montgomery City Planning Commission

A. J. Wallace
A. J. Wallace
Executive Secretary

10/28/92
Date

STATE OF ALABAMA)
MONTGOMERY COUNTY)

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

J. A. G. Smith
Montgomery County Engineer

10/29/92
Date