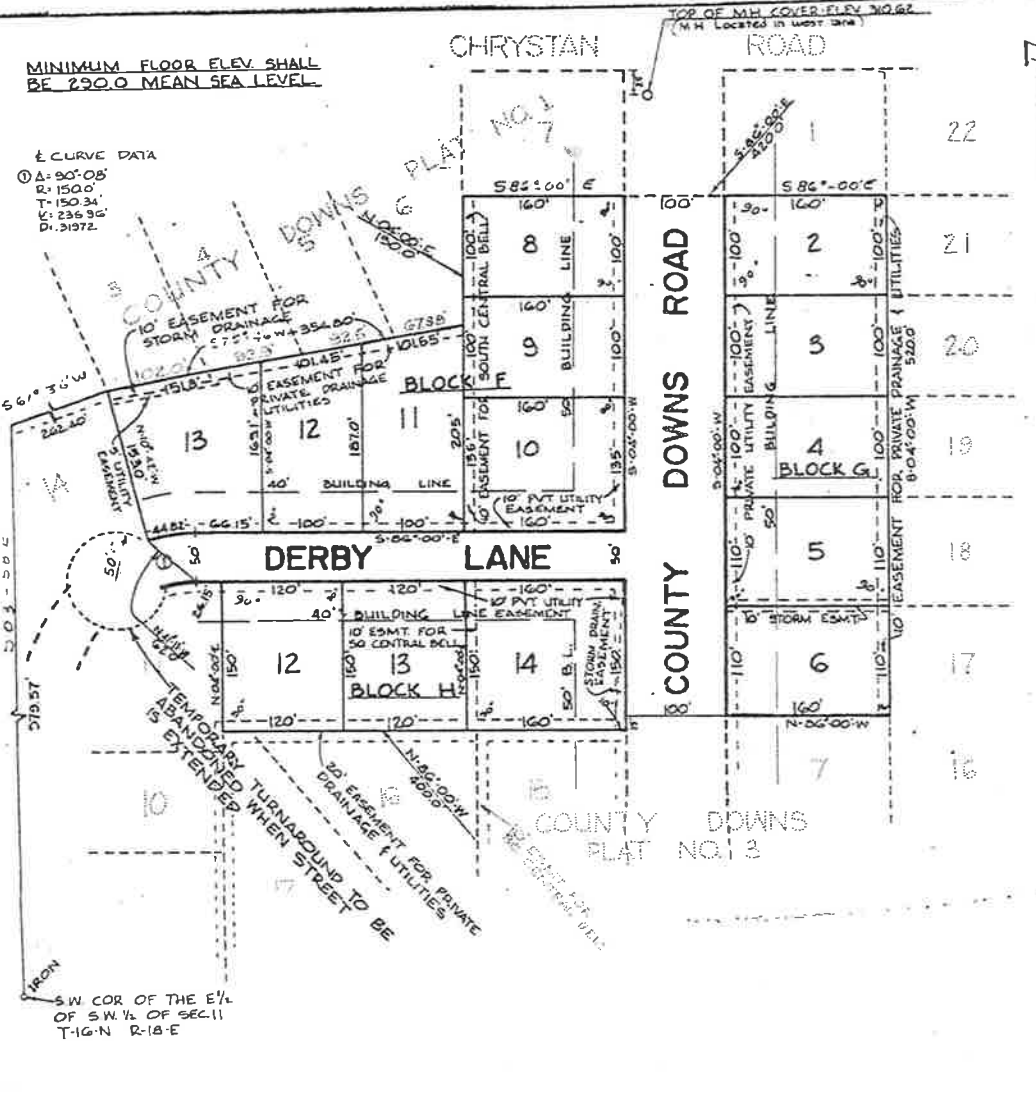


MAP OF COUNTY DOWNS PLAT NO. 2 BEING LOCATED IN THE EAST HALF OF THE SW 1/4 OF SECTION 11, T16N, R18E MONTGOMERY, ALABAMA NOVEMBER 9, 1976 SCALE: 1" = 100' HENRY R. HUDSON AND ASSOCIATES CONSULTING ENGINEERS



ALL EASEMENTS EXCEPT THE PRIVATE AND UTILITY EASEMENTS AS SHOWN ON THE PLAT ARE HEREBY DEDICATED TO THE WATER WORKS AND SANITARY SEWER BOARD OF THE CITY OF MONTGOMERY, ALABAMA, AND TO THE MUNICIPALITY OF MONTGOMERY, ALABAMA, FOR THE PUBLIC USE, EASEMENTS INCLUDE THE RIGHT OF INGRESS AND EGRESS BY CITY EMPLOYEES FOR MAINTENANCE TO THE PROPERTY INCLUDED IN THE EASEMENTS. NO PERMANENT STRUCTURE IS TO BE PLACED ON ANY EASEMENT SHOWN HEREON. STREETS SHOWN HEREON, IF NOT PREVIOUSLY DEDICATED, ARE HEREBY TENDERED FOR DEDICATION FOR THE PUBLIC USE.

THE RIGHT IS HEREBY RESERVED FOR THE TELEPHONE COMPANY TO CROSS OTHER EASEMENTS WHICH ARE ADJACENT TO THEIR EASEMENT WITH SERVICE LINES, PROVIDED IT DOES NOT INTERFERE WITH THE FUNCTION OF SAID OTHER EASEMENTS AS DEDICATED.

ALL BEARINGS ARE MAGNETIC. ALL DISTANCES SHOWN ON CURVES ARE CHORD MEASUREMENTS. THE PRIVATE EASEMENTS SHOWN FOR DRAINAGE SWALES ARE NOT THE RESPONSIBILITY OF THE CITY OF MONTGOMERY, ALABAMA.

STATE OF ALABAMA } MONTGOMERY COUNTY }

I, HENRY R. HUDSON, A REGISTERED PROFESSIONAL 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; THAT ALL LOT CORNERS ARE MARKED WITH IRON PINS, THAT THEY ACTUALLY EXIST.

THIS THE 9TH DAY OF NOVEMBER, 1976.

STATE OF ALABAMA } MONTGOMERY COUNTY }

PURSUANT TO A RESOLUTION OF ITS BOARD OF DIRECTORS ADOPTED OF EVEN DATE, HEREWITH, A. A. SCHMIDT, INC., A CORPORATION, HEREBY JOINS IN, EXECUTES AND SIGNS THE FOREGOING SURVEYOR'S CERTIFICATE, PLAT, MAP AND RESTRICTIONS AND ADOPTS AND APPROVES THIS SAID MAP, PLAT AND RESTRICTIONS ON THIS THE 17TH DAY OF NOVEMBER, 1976.

ATTEST: BY [Signature] AS SECRETARY-TREASURER

A. A. SCHMIDT, INC., A CORPORATION BY [Signature] AS ITS PRESIDENT

STATE OF ALABAMA } MONTGOMERY COUNTY }

I, [Signature], A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE HEREBY CERTIFY THAT A. A. SCHMIDT AND WARREN B. MARSHALL, JR., WHOSE NAMES AS PRESIDENT AND SECRETARY-TREASURER, RESPECTIVELY OF A. A. SCHMIDT, INC., A CORPORATION, ARE SIGNED TO THE FOREGOING CERTIFICATE, MAP AND PLAT IN THEIR CAPACITY AS SAID PRESIDENT AND SECRETARY-TREASURER RESPECTIVELY EXECUTED THE SAME ON BEHALF OF THE SAID CORPORATION VOLUNTARILY ON THE DAY SAME BEARS DATE.

GIVEN UNDER MY HAND AND OFFICIAL SEAL THIS THE 17TH DAY OF NOVEMBER, 1976.

MY COMMISSION EXPIRES 10/15/78

[Signature] NOTARY PUBLIC

PROTECTIVE COVENANTS

BY ADOPTION OF THIS PLAT, THE OWNERS OF ALL THE LOTS EMBRACED THEREIN, HEREBY ADOPTS THE FOLLOWING PROTECTIVE COVENANTS AND IMPOSES THEM UPON THE PROPERTY COMPRISING THE SAID PLAT AND UPON EACH LOT THEREIN.

THESE COVENANTS ARE TO RUN WITH THE LAND AND SHALL BE BINDING ON ALL PARTIES AND ALL PERSONS CLAIMING UNDER THEM FOR A PERIOD OF 30 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 HAS BEEN RECORDED AGREEING TO CHANGE SAID COVENANTS IN WHOLE OR IN PART. ENFORCEMENT SHALL BE BY PROCEEDINGS AT LAW OR IN EQUITY AGAINST THE PERSON OR PERSONS VIOLATING OR ATTEMPTING TO VIOLATE ANY COVENANT, EITHER TO RESTRAIN VIOLATION OR TO RECOVER DAMAGES. INVALIDATION OF ANY ONE OF THESE COVENANTS BY JUDGMENT OR COURT ORDER SHALL IN NO WAY AFFECT ANY OF THE OTHER PROVISIONS WHICH SHALL REMAIN IN FULL FORCE AND EFFECT.

ARCHITECTURAL CONTROL COMMITTEE

1. MEMBERSHIP. THE ARCHITECTURAL CONTROL COMMITTEE IS COMPOSED OF MITCHELL D. MARSHALL, WARREN B. MARSHALL, JR., AND HENRY R. HUDSON. A MAJORITY OF THE COMMITTEE MAY DESIGNATE A REPRESENTATIVE TO ACT FOR IT. IN THE EVENT OF DEATH OR RESIGNATION OF ANY MEMBER OF THE COMMITTEE, THE REMAINING MEMBERS SHALL HAVE FULL AUTHORITY TO DESIGNATE A SUCCESSOR. NEITHER THE MEMBERS OF THE COMMITTEE, NOR ITS DESIGNATED REPRESENTATIVE SHALL BE ENTITLED TO ANY COMPENSATION FOR SERVICES PERFORMED PURSUANT TO THIS COVENANT. ANY TIME THE MAJORITY OF THE COMMITTEE SHALL HAVE THE POWER THROUGH A DULY RECORDED WRITTEN INSTRUMENT TO CHANGE THE MEMBERSHIP OF THE COMMITTEE OR TO WITHDRAW FROM THE COMMITTEE OR RESTORE TO IT ANY OF ITS POWERS AND DUTIES.

2. PROCEDURE. THE COMMITTEE'S APPROVAL OR DISAPPROVAL AS REQUIRED IN THESE COVENANTS SHALL BE IN WRITING. IN THE EVENT THE COMMITTEE, OR ITS DESIGNATED REPRESENTATIVE, FAILS TO APPROVE OR DISAPPROVE WITHIN 30 DAYS AFTER PLANS AND SPECIFICATIONS HAVE BEEN SUBMITTED TO IT, OR IN ANY EVENT, IF NO SUIT TO ENJOIN THE CONSTRUCTION HAS BEEN COMMENCED PRIOR TO THE COMPLETION THEREOF, APPROVAL WILL NOT BE REQUIRED AND THE RELATED COVENANTS SHALL BE DEEMED TO HAVE BEEN FULLY COMPLIED WITH.

3. ARCHITECTURAL CONTROL. NO BUILDING SHALL BE ERECTED, PLACED, OR ALTERED ON ANY LOT UNLESS THE QUALITY, WORKMANSHIP AND MATERIALS ARE IN HARMONY WITH THE DESIGN OF THE EXISTING STRUCTURE AND IS LOCATED WITH RESPECT TO THE TOPOGRAPHY AND FINISH GRADE ELEVATION. NO BUILDING SHALL BE ERECTED OR PLACED ON ANY LOT UNTIL THE CONSTRUCTION PLANS AND SPECIFICATIONS HAVE BEEN APPROVED BY THE COMMITTEE.

BUILDING AND LOT RESTRICTIONS

- 1. NO LOT SHALL BE USED EXCEPT FOR RESIDENTIAL PURPOSES.
2. NO BUILDING SHALL BE ERECTED, ALTERED, PLACED, OR PERMITTED TO REMAIN ON ANY LOT OTHER THAN ONE DETACHED SINGLE FAMILY DWELLING NOT TO EXCEED TWO AND ONE-HALF STORIES IN HEIGHT. THIS SHALL NOT BE CONSTRUED TO PREVENT NECESSARY OUT-BUILDINGS AS HEREINAFTER AUTHORIZED AND PROVIDED.
3. NO RESIDENCE SHALL BE ERECTED UPON OR ALLOWED TO OCCUPY ANY LOT UNLESS THE GROUND FLOOR AREA OF THE MAIN STRUCTURE, EXCLUSIVE OF OPEN PORCHES, ATTACHED GARAGES OR CARPORTS, BE NOT LESS THAN 2,400 SQUARE FEET IN THE CASE OF A ONE-STORY DWELLING, NOR LESS THAN 1,600 SQUARE FEET ON THE GROUND FLOOR AND NOT LESS THAN 1,000 SQUARE FEET ON THE SECOND-STORY IN THE CASE OF A DWELLING MORE THAN ONE STORY.
4. NO BUILDING SHALL BE LOCATED ON ANY LOT NEARER TO THE FRONT LOT LINE OR NEARER TO THE SIDE STREET LINE THAN THE MINIMUM BUILDING SETBACK LINES SHOWN ON THE RECORDED PLAT. NO BUILDING SHALL BE LOCATED NEARER THAN 10 FEET TO AN INTERIOR LOT LINE, EXCEPT THAT A FIVE-FOOT MINIMUM SIDE YARD SHALL BE PERMITTED FOR A GARAGE OR OTHER PERMITTED ACCESSORY BUILDING LOCATED ON THE REAR ONE-QUARTER OF THE LOT. FOR PURPOSES OF THIS COVENANT, EAVES, STEPS, OPEN PORCHES, 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 A LOT TO ENCROACH UPON ANOTHER LOT.
5. NO DWELLING SHALL BE ERECTED OR PLACED ON ANY LOT HAVING A WIDTH OF LESS THAN 95 FEET AT THE BUILDING SETBACK LINE.
6. EASEMENTS FOR INSTALLATION AND MAINTENANCE OF UTILITIES AND DRAINAGE FACILITIES ARE RESERVED AS SHOWN ON THE PLAT.
7. EASEMENTS IN FAVOR OF THE ALABAMA POWER COMPANY ARE RESERVED ON OR WITHIN TWO FEET OF THE SIDE LOT LINES FROM THE FRONT LOT LINE TO THE BUILDING SETBACK LINE ONLY, TO PERMIT THE PLACEMENT OF POWER POLES AND ANCHORS.
8. EASEMENTS IN FAVOR OF THE SOUTH CENTRAL BELL TELEPHONE COMPANY FOR UNDERGROUND SERVICE LINES ARE RESERVED AS SHOWN ON THE PLAT. EASEMENTS INCLUDE THE RIGHT OF INGRESS AND EGRESS BY EMPLOYEES OF SAID COMPANY FOR MAINTENANCE OF THE PROPERTY INCLUDED IN THE EASEMENTS.
9. NO SEPARATE GARAGES, OR OUTBUILDINGS OF ANY KIND OR NATURE, EXCEPT GARDEN OR ORNAMENTAL LANDSCAPE STRUCTURES, SHALL BE ERECTED ON OR ALLOWED TO OCCUPY ANY LOT EXCEPT ON THAT PORTION OF THE LOT IN THE REAR OF THE RESIDENCE, AND NO SUCH BUILDING SHALL BE CONSTRUED OR OCCUPIED PRIOR TO THE CONSTRUCTION OF THE MAIN HOUSE, EXCEPT SUCH AS MAY BE USED IN STORING TOOLS AND EQUIPMENT OR MATERIALS FOR THE CONSTRUCTION OF THE MAIN HOUSE. NO GARAGE SHALL HAVE AN OPEN DOOR VISIBLE TO THE STREET EXCEPT THOSE LOCATED ON THE REAR ONE-QUARTER OF THE LOT.
10. NO OBNOXIOUS 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 NEIGHBORHOOD.
11. NO STRUCTURE OF A TEMPORARY CHARACTER, TRAILER, BASEMENT, TENT, SHACK, GARAGE, BARN, OR OTHER OUTBUILDING SHALL BE USED AT ANY TIME AS A RESIDENCE EITHER TEMPORARILY OR PERMANENTLY.
12. NO SIGN OF ANY KIND SHALL BE DISPLAYED TO THE PUBLIC VIEW ON ANY LOT EXCEPT ONE PROFESSIONAL SIGN OF NOT MORE THAN ONE SQUARE FOOT, ONE SIGN OF NOT MORE THAN FIVE SQUARE FEET ADVERTISING THE PROPERTY FOR SALE OR RENT, OR SIGNS USED BY A BUILDER TO ADVERTISE THE PROPERTY DURING THE CONSTRUCTION AND SALES PERIOD.
13. NO OIL DRILLING, OIL DEVELOPMENT OPERATIONS, OIL REFINING, QUARRYING OR MINING OPERATIONS OF ANY KIND SHALL BE PERMITTED UPON OR IN ANY LOT, NOR SHALL OIL WELLS, TANKS, TUNNELS, MINERAL EXCAVATIONS OR SHAFTS BE PERMITTED UPON OR IN ANY LOT. NO DERRICK OR OTHER STRUCTURE DESIGNED FOR USE IN BORING OIL OR NATURAL GAS SHALL BE ERECTED, MAINTAINED, OR PERMITTED UPON ANY LOT.
14. NO ANIMALS, LIVESTOCK, OR POULTRY OF ANY KIND SHALL BE RAISED, BRED, OR KEPT ON ANY LOT, EXCEPT THAT DOGS, CATS OR OTHER HOUSEHOLD PETS MAY BE KEPT, PROVIDED THAT THEY ARE NOT KEPT, BRED, OR MAINTAINED FOR ANY COMMERCIAL PURPOSE.
15. NO LOT SHALL BE USED OR MAINTAINED AS A DUMPING GROUND FOR RUBBISH, TRASH, GARBAGE, OR OTHER WASTE SHALL NOT BE KEPT EXCEPT IN SANITARY CONTAINERS. ALL INCINERATORS OR OTHER EQUIPMENT FOR THE STORAGE OR DISPOSAL OF SUCH MATERIAL SHALL BE KEPT IN A CLEAN AND SANITARY CONDITION.
16. NO FENCE, WALL HEDGE OR SHRUB PLANTING WHICH OBSTRUCTS SIGHT LINES AT ELEVATIONS BETWEEN 2 AND 6 FEET ABOVE THE ROADWAYS SHALL BE PLACED OR PERMITTED TO REMAIN ON ANY CORNER LOT WITHIN ANY LOT WITHIN 10 FEET FROM THE INTERSECTION OF A STREET PROPERTY LINE AND THE EDGE OF A DRIVEWAY PAVEMENT. NO TREE SHALL BE PERMITTED TO REMAIN WITHIN SUCH DISTANCES OF SUCH INTERSECTIONS UNLESS THE FOLIAGE LINE IS MAINTAINED AT SUFFICIENT HEIGHT TO PREVENT OBSTRUCTION OF SUCH SIGHT LINES. NO FENCE SHALL EXTEND NEARER TO THE STREET THAN THE BUILDING SET-BACK LINE.
17. EASEMENTS FOR INSTALLATION AND MAINTENANCE OF DRAINAGE FACILITIES ARE RESERVED AS SHOWN ON THE PLAT AND OVER THE REAR TEN FEET OF EACH LOT THEREIN. WITHIN THESE EASEMENTS, NO STRUCTURE, PLANTING OR OTHER MATERIAL SHALL BE PLACED OR PERMITTED TO REMAIN WHICH MAY DAMAGE OR INTERFERE WITH THE INSTALLATION AND MAINTENANCE OF UTILITIES, OR WHICH MAY CHANGE THE DIRECTION OF FLOW OF WATER THROUGH CHANNELS IN THE EASEMENTS. THE EASEMENT AREA OF EACH LOT AND ALL IMPROVEMENTS IN IT SHALL BE MAINTAINED CONTINUOUSLY BY THE OWNER OF THE LOT, EXCEPT FOR THOSE IMPROVEMENTS FOR WHICH A PUBLIC AUTHORITY OR UTILITY COMPANY IS RESPONSIBLE.
18. ONE DWELLING MAY BE ERECTED ON TWO OR MORE ADJOINING LOTS AND THE TRACT SO USED SHALL BE CONSIDERED AND REFERRED TO AS ONE LOT FOR THE PURPOSE OF THESE RESTRICTIONS AND THE RESTRICTIONS SHALL APPLY THE SAME AS IF SAID TRACT HAD BEEN ORIGINALLY PLATTED AND SHOWN AS ONE LOT ON THE PLAT.
19. EQUIPMENT, OR BOATS SHALL NOT BE PARKED OR PLACED ON ANY LOT IN FRONT OF THE RESIDENCE OR BUILDING VISIBLE FROM THE STREET.

APPROVAL OF THE MONTGOMERY CITY PLANNING COMMISSION

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

BY [Signature] J. ARONSTEIN, JR. DIRECTOR

STATE OF ALA. MONTGOMERY CO. I CERTIFY THIS INSTRUMENT

Dec 9 11 18 PM 1976

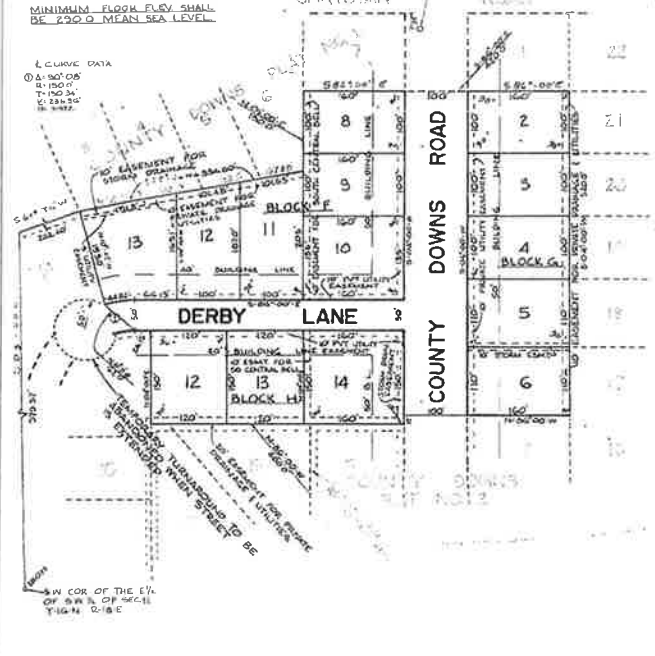
DATE: Dec 8, 1976 JUDGE OF PROBATE

MINIMUM FLOOR FLEV SHALL BE 290.0 MEAN SEA LEVEL.

CHRISTIAN

MAP OF COUNTY DOWNS PLAT NO. 2 BRING LOCATED IN THE EAST HALF OF THE SW 1/4 OF SECTION 11, T10N, T12E, MONTGOMERY, ALABAMA NOVEMBER 9, 1976 HENRY R. HUDSON AND ASSOCIATES CONSULTING ENGINEERS

ELEVATION DATA
① 4.5000
② 4.1000
③ 3.7000
④ 3.3000
⑤ 2.9000



ALL EASEMENTS EXCEPT THE PRIVATE AND UTILITY EASEMENTS AS SHOWN ON THE PLAT ARE HEREBY DEDICATED TO THE WATER WORKS AND SANITARY SEWER BOARD OF THE CITY OF MONTGOMERY, ALABAMA, AND TO THE MUNICIPALITY OF MONTGOMERY, ALABAMA AND TO THE PUBLIC USE. EASEMENTS INCLUDE THE RIGHT OF INGRESS AND EGRESS BY CITY EMPLOYEES FOR MAINTENANCE TO THE PROPERTY INCLUDED IN THE EASEMENTS. NO PERMANENT STRUCTURE IS TO BE PLACED ON ANY EASEMENT SHOWN HEREON. STREETS SHOWN HEREON, IF NOT PREVIOUSLY DEDICATED, ARE HEREBY TENURED FOR DEDICATION FOR THE PUBLIC USE.

THE RIGHT IS HEREBY RESERVED FOR THE TELEPHONE COMPANY TO CROSS OTHER EASEMENTS WHICH ARE ADJACENT TO THEIR BASEMENT WITH SERVICE LINES, PROVIDED IT DOES NOT INTERFERE WITH THE FUNCTION OF SAID OTHER EASEMENTS AS DEDICATED.

ALL READINGS ARE MAGNETIC. ALL DISTANCES SHOWN ON CURVES ARE CHORD MEASUREMENTS. THE PRIVATE EASEMENTS SHOWN FOR DRAINAGE SHALES ARE NOT THE RESPONSIBILITY OF THE CITY OF MONTGOMERY, ALABAMA.

STATE OF ALABAMA MONTGOMERY COUNTY

I, HENRY R. HUDSON, A REGISTERED PROFESSIONAL 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; THAT ALL LOT CORNERS ARE MARKED WITH IRON PINS, THAT THEY ACTUALLY EXIST.

THIS THE 9TH DAY OF NOVEMBER, 1976.

STATE OF ALABAMA MONTGOMERY COUNTY

I, A. A. SCHEIDT, INC., A CORPORATION, HEREBY CERTIFY THAT I HAVE SURVEYED THE PROPERTY SHOWN ON THIS PLAT AND THAT THE PLAT IS TRUE AND CORRECT; THAT ALL LOT CORNERS ARE MARKED WITH IRON PINS, THAT THEY ACTUALLY EXIST.

STATE OF ALABAMA MONTGOMERY COUNTY

PURSUANT TO A RESOLUTION OF ITS BOARD OF DIRECTORS ADOPTED ON EVEN DATES, MONTGOMERY, ALA., SCHEIDT, INC., A CORPORATION, HEREBY CERTIFIES AND SIGNS THE FOREGOING SURVEYOR'S CERTIFICATE, MAP AND RESTRICTIONS AND DEEDS IN CONNECTION WITH THIS SAID MAP, PLAT AND RESTRICTIONS ON THIS THE 9TH DAY OF NOVEMBER, 1976.

ATTEST: A. A. SCHEIDT, INC., A CORPORATION AS SECRETARY-TREASURER

STATE OF ALABAMA MONTGOMERY COUNTY

STATE OFFICIAL CERTIFICATE: I, HENRY R. HUDSON, A REGISTERED PROFESSIONAL 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; THAT ALL LOT CORNERS ARE MARKED WITH IRON PINS, THAT THEY ACTUALLY EXIST.

EVER UNDER MY HAND AND OFFICIAL SEAL THIS THE 9TH DAY OF NOVEMBER, 1976.

MY COMMISSION EXPIRES 12/15/78

PROTECTIVE COVENANTS

BY ADOPTION OF THIS PLAT, THE OWNERS OF ALL THE LOTS EMBRACED THEREIN, HEREBY ADOPTS THE FOLLOWING PROTECTIVE COVENANTS AND IMPOSES THEM UPON THE PROPERTY COMPRISING THE SAID PLAT AND UPON EACH LOT THEREIN.

THESE COVENANTS ARE TO RUN WITH THE LAND AND SHALL BE BINDING ON ALL PARTIES AND ALL PERSONS CLAIMING UNDER THEM FOR A PERIOD OF 30 YEARS FROM THE DATE OF THE RECORDING OF THIS PLAT, AFTER WHICH THE 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 HAS BEEN RECORDED AGREEING TO CHANGE SAID COVENANTS IN WHOLE OR IN PART. ENFORCEMENT SHALL BE BY PROCEEDINGS AT LAW OR IN EQUITY AGAINST THE PERSON OR PERSONS VIOLATING OR ATTEMPTING TO VIOLATE ANY COVENANT, EITHER TO RESTRAIN VIOLATION OR TO RECOVER DAMAGES. INVALIDATION OF ANY ONE OF THESE COVENANTS BY JUDGMENT OR COURT ORDER SHALL IN NO WAY AFFECT ANY OF THE OTHER PROVISIONS WHICH SHALL REMAIN IN FULL FORCE AND EFFECT.

ARCHITECTURAL CONTROL COMMITTEE

- 1. MEMBERSHIP. THE ARCHITECTURAL CONTROL COMMITTEE IS COMPOSED OF MITCHELL D. MARSHALL, WALTER S. MARSHALL, JR., AND HENRY R. HUDSON. A MAJORITY OF THE COMMITTEE MAY DESIGNATE A REPRESENTATIVE TO ACT FOR IT. IN THE EVENT OF DEATH OR RESIGNATION OF ANY MEMBER OF THE COMMITTEE, THE REMAINING MEMBERS SHALL HAVE FULL AUTHORITY TO DESIGNATE A SUCCESSOR. EITHER THE MEMBERS OF THE COMMITTEE, OR ITS DESIGNATED REPRESENTATIVE SHALL BE ENTITLED TO ANY COMPENSATION FOR SERVICES PERFORMED PURSUANT TO THIS COVENANT. ANY MEMBER OF THE COMMITTEE SHALL HAVE THE POWER THROUGH A WRITELY RECORDED INSTRUMENT TO CHARGE THE MEMBERSHIP OF THE COMMITTEE OR TO WITHDRAW FROM THE COMMITTEE OR RESIGN TO IT ANY OF ITS POWERS AND DUTIES.
2. PROCEDURE. THE COMMITTEE'S APPROVAL OR DISAPPROVAL AS REQUIRED IN THESE COVENANTS SHALL BE IN WRITING. IN THE EVENT THE COMMITTEE, OR ITS DESIGNATED REPRESENTATIVE, FAILS TO APPROVE OR DISAPPROVE WITHIN 30 DAYS AFTER PLANS AND SPECIFICATIONS HAVE BEEN SUBMITTED TO IT, OR IN ANY EVENT, IF NO SORT TO ENJOIN THE CONSTRUCTION HAS BEEN COMPLETED PRIOR TO THE COMPLETION THEREOF, APPROVAL WILL NOT BE REQUIRED AND THE RELATED COVENANTS SHALL BE DEEMED TO HAVE BEEN FULLY COMPLIED WITH.
3. ARCHITECTURAL CONTROL. NO BUILDING SHALL BE ERRECTED, PLACED, OR ALTERED ON ANY LOT UNLESS THE QUALITY, WORKMANSHIP AND MATERIALS ARE IN HARMONY WITH THE DESIGN OF THE EXISTING STRUCTURE AND IS LOCATED WITH RESPECT TO THE TOPOGRAPHY AND FINISH GRADE ELEVATION. NO BUILDING SHALL BE ERRECTED OR PLACED ON ANY LOT UNTIL THE CONSTRUCTION PLANS AND SPECIFICATIONS HAVE BEEN APPROVED.

BUILDING AND LOT RESTRICTIONS

- 1. NO LOT SHALL BE USED EXCEPT FOR RESIDENTIAL PURPOSES.
2. NO BUILDING SHALL BE ERRECTED, ALTERED, PLACED, OR PERMITTED TO REMAIN ON ANY LOT OTHER THAN ONE DETACHED SINGLE FAMILY DWELLING NOT TO EXCEED TWO AND ONE-HALF STORIES IN HEIGHT. THIS SHALL NOT BE CONSTRUED TO PREVENT NECESSARY OUT-BUILDINGS AS HEREINAFTER AUTHORIZED AND PROVIDED.
3. NO RESIDENCE SHALL BE ERRECTED UPON OR ALLOWED TO OCCUPY ANY LOT UNLESS THE GROUND FLOOR AREA OF THE MAIN STRUCTURE, EXCLUSIVE OF OPEN PORCHES, ATTACHED GARAGES OR CARPOITS, BE NOT LESS THAN 2,000 SQUARE FEET IN THE CASE OF A ONE-STORY DWELLING, NOR LESS THAN 1,600 SQUARE FEET ON THE GROUND FLOOR AND NOT LESS THAN 1,000 SQUARE FEET ON THE SECOND-STORY IN THE CASE OF A DWELLING OF MORE THAN ONE STORY.
4. NO BUILDING SHALL BE LOCATED ON ANY LOT NEARER TO THE FRONT LOT LINE OR NEARER TO THE SIDE STREET LINE THAN THE MINIMUM BUILDING SETBACK LINES SHOWN ON THE RECORDED PLAT. NO BUILDING ONE-QUARTER OF THE LOT. FOR PURPOSES OF THIS COVENANT, BAYS, STEPS, OR PORCHES, AND ORNAMENTAL PLANTING BOXES SHALL NOT BE CONSIDERED AS A PART OF A BUILDING PROVIDED, HOWEVER, THAT THEY SHALL NOT BE CONSTRUED TO PERMIT ANY PORTION OF A BUILDING ON A LOT TO ENCRoACH UPON ANOTHER LOT.
5. NO DWELLING SHALL BE ERRECTED OR PLACED ON ANY LOT HAVING A WIDTH OF LESS THAN 45 FEET AT THE REAR SETBACK LINE.
6. EASEMENTS FOR INSTALLATION AND MAINTENANCE OF UTILITIES AND DRAINAGE FACILITIES ARE RESERVED AS SHOWN ON THE PLAT.
7. EASEMENTS IN FAVOR OF THE ALABAMA POWER COMPANY ARE RESERVED ON OR WITHIN TWO FEET OF THE SIDE LOT LINES FROM THE FRONT LOT LINE TO THE BUILDING SETBACK LINES ONLY, TO PERMIT THE PLACEMENT OF POWER POLES AND ARCHES.
8. EASEMENTS IN FAVOR OF THE SOUTH CENTRAL BELL TELEPHONE COMPANY FOR UNDERGROUND SERVICE LINES ARE RESERVED AS SHOWN ON THE PLAT. EASEMENTS INCLUDE THE RIGHT OF INGRESS AND EGRESS BY EMPLOYEES OF SAID COMPANY FOR MAINTENANCE OF THE PROPERTY INCLUDED IN THE EASEMENTS.
9. NO SEPARATE GARAGES, OR OUTBUILDINGS OF ANY KIND OR NATURE, EXCEPT GARDENS OR ORNAMENTAL LANDSCAPE STRUCTURES, SHALL BE ERRECTED ON OR ALLOWED TO OCCUPY ANY LOT EXCEPT ON THAT PORTION OF THE LOT IN THE REAR OF THE RESIDENCE, AND NO SUCH BUILDING SHALL BE ERRECTED OR OCCUPIED PRIOR TO THE CONSTRUCTION OF THE MAIN HOUSE, EXCEPT SUCH AS MAY BE USED IN STORING TOOLS AND EQUIPMENT OR MATERIALS FOR THE CONSTRUCTION OF THE MAIN HOUSE. NO GARAGE SHALL HAVE AN OPEN DOOR VISIBLE TO THE STREET EXCEPT THOSE LOCATED ON THE REAR ONE-QUARTER OF THE LOT.
10. NO OBSTACLES OR OFFENSIVE TRAILER OR ACTIVITY SHALL BE CARRIED OR UPON ANY LOT, NOR SHALL ANYTHING BE DONE THEREON WHICH MAY BE OR MAY BECOME AN ANNOYANCE OR NUISANCE TO THE NEIGHBORHOOD.
11. NO STRUCTURE OF A TEMPORARY CHARACTER, TRAILER, BASEMENT, TENT, SHACK, GARAGE, BARN, OR OTHER OUTBUILDING SHALL BE USED AT ANY TIME AS A RESIDENCE EITHER TEMPORARILY OR PERMANENTLY.
12. NO SIGN OF ANY KIND SHALL BE DISPLAYED TO THE PUBLIC VIEW ON ANY LOT EXCEPT ONE PROFESSIONAL SIGN OF NOT MORE THAN ONE SQUARE FOOT, ONE SIGN OF NOT MORE THAN FIVE SQUARE FEET ADVERTISING THE PROPERTY FOR SALE OR RENT, OR SIGNS USED BY A BUILDER TO ADVERTISE THE PROPERTY DURING THE CONSTRUCTION AND SALES PERIOD.
13. NO OIL DRILLING, OIL DEVELOPMENT OPERATIONS, OIL REFINING, QUARRYING OR MINING OPERATIONS OF ANY KIND SHALL BE PERMITTED UPON OR IN ANY LOT, NOR SHALL OIL WELLS, TANKS, TUNNELS, MINERAL EXCAVATIONS OR SHAFTS BE PERMITTED UPON OR IN ANY LOT. NO DERRICK OR OTHER STRUCTURE DESIGNED FOR USE IN BORING OIL OR NATURAL GAS SHALL BE ERRECTED, MAINTAINED, OR PERMITTED UPON ANY LOT.
14. NO ANIMALS, LIVESTOCK, OR POULTRY OF ANY KIND SHALL BE RAISED, BREED, OR KEPT ON ANY LOT, EXCEPT THAT DOGS, CATS OR OTHER HOUSEHOLD PETS MAY BE KEPT PROVIDED THAT THEY ARE NOT LEFT UNATTENDED FOR THE STORAGE OR DISPOSAL OF SUCH MATERIAL SHALL BE KEPT IN A CLEAN AND SANITARY CONDITION.
15. NO LOT SHALL BE USED OR MAINTAINED AS A DUMPING GROUND FOR RUBBISH, TRASH, GARAGE, OR OTHER WASTE SHALL NOT BE KEPT EXCEPT IN SANITARY CONTAINERS. ALL INCINERATORS OR OTHER EQUIPMENT OR OTHER MATERIAL SHALL BE PLACED OR PERMITTED TO REMAIN ON ANY CORNER LOT WITHIN THE TRIANGULAR AREA FORMED BY THE STREET PROPERTY LINES AND A LINE CONNECTING THEM AT POINTS 25 FEET FROM THE INTERSECTION OF THE STREET LINES. THE SAME SIGN-LINE LIMITATIONS SHALL APPLY ON UNLESS THE FOLLAGE LINE IS MAINTAINED AT SUFFICIENT HEIGHT TO PREVENT OBSTRUCTION OF SUCH SIGN LINES. NO FENCE SHALL EXTEND NEARER TO THE BUILDING SET-BACK LINE.
16. EASEMENTS FOR INSTALLATION AND MAINTENANCE OF DRAINAGE FACILITIES ARE RESERVED AS SHOWN ON THE PLAT AND OVER THE REAR TEN FEET OF EACH LOT THEREIN. WITHIN THESE EASEMENTS, NO STRUCTURE, WITHIN THESE EASEMENTS, OR MATERIALS SHALL BE ERRECTED OR PLACED ON ANY LOT UNLESS THE QUALITY, WORKMANSHIP AND MATERIALS ARE IN HARMONY WITH THE DESIGN OF THE EXISTING STRUCTURE AND IS LOCATED WITH RESPECT TO THE TOPOGRAPHY AND FINISH GRADE ELEVATION. NO BUILDING SHALL BE ERRECTED OR PLACED ON ANY LOT UNTIL THE CONSTRUCTION PLANS AND SPECIFICATIONS HAVE BEEN APPROVED.
17. EASEMENTS FOR INSTALLATION AND MAINTENANCE OF UTILITY COMPANIES ARE RESERVED AS SHOWN ON THE PLAT AND OVER THE REAR TEN FEET OF EACH LOT THEREIN. WITHIN THESE EASEMENTS, NO STRUCTURE, WITHIN THESE EASEMENTS, OR MATERIALS SHALL BE ERRECTED OR PLACED ON ANY LOT UNLESS THE QUALITY, WORKMANSHIP AND MATERIALS ARE IN HARMONY WITH THE DESIGN OF THE EXISTING STRUCTURE AND IS LOCATED WITH RESPECT TO THE TOPOGRAPHY AND FINISH GRADE ELEVATION. NO BUILDING SHALL BE ERRECTED OR PLACED ON ANY LOT UNTIL THE CONSTRUCTION PLANS AND SPECIFICATIONS HAVE BEEN APPROVED.
18. ONE DWELLING MAY BE ERRECTED ON TWO OR MORE ADJOINING LOTS AND THE TRACT SO USED SHALL BE CONSIDERED AND REFERRED TO AS ONE LOT FOR THE PURPOSE OF THESE RESTRICTIONS AND THE RESTRICTIONS SHALL APPLY THE SAME AS IF SAID TRACT HAD BEEN ORIGINALLY PLATTED AND SHOWN AS ONE LOT ON THE PLAT.
19. EQUIPMENT, OR BOATS SHALL NOT BE PARKED OR PLACED ON ANY LOT IN FRONT OF THE RESIDENCE OR BUILDING VISIBLE FROM THE STREET.

THIS PLAT HAS BEEN SUBMITTED TO AND CONSIDERED BY THE CITY PLANNING COMMISSION OF MONTGOMERY, ALABAMA, AND IS APPROVED BY SUCH COMMISSION.

APPROVAL OF THE MONTGOMERY CITY PLANNING COMMISSION

THE MONTGOMERY CITY PLANNING COMMISSION

BY [Signature] DIRECTOR

STATE OF ALA. CERTIFIED INSTRUMENT

Dec 9 1 18 PM '76

DATE: Dec 8 1976 JUDGE OF PROBATE

STATE OF ALABAMA)

Montgomery COUNTY)

BLM 0327 PAGE 0260

RESTRICTIVE COVENANTS

KNOW ALL MEN BY THESE PRESENTS, THAT

WHEREAS, the undersigned owners of record of the following described real estate in Montgomery County, Alabama, to wit: County Downs # 2 & # 3 Subdivision as shown on the plat recorded in Map Book 27 Pages 241 & 242 in the Office of the Judge of Probate of Montgomery County, Alabama; and

WHEREAS, the said undersigned owners are desirous of establishing or placing the heretofore described subdivision under certain restrictive covenants to insure the use of the property for attractive residential purposes and thereby to secure to each site owner the same advantages insured to other site owners.

NOW, THEREFORE, the undersigned owners do hereby adopt the following conditions, restrictions, covenants and limitations which shall apply in their entirety to all lots in the County Downs # 2 & # 3 Subdivision and shall be included as a part of the consideration in transferring and conveying title to any or all of said lots in said subdivision:

1. The owners of lots within said 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 kind for electrical 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, or ornamental yard lighting, where serviced by underground wires or cables.

2. In order to beautify said subdivision for the benefit of all lot owners and permit Alabama Power Company to install underground electric service to each house in said subdivision for the mutual benefit of all lot owners therein, no owner of any lot within said subdivision will commence construction of any house on any said lot until such owner (1) notifies Alabama Power Company that such construction is proposed, (2) grants in writing to Alabama Power Company such rights and easements as Alabama Power Company requests in connection with its construction, operation, maintenance and removal of underground service lateral on each lot, and (3) otherwise complies with the Rules and Regulations for Underground Residential Distribution on file with and approved by the Alabama Public Service Commission.

3. Alabama Power Company, its successors and assigns, will retain title to the underground service lateral and outdoor metering trough or housepower box (exclusive of circuit breakers) serving each said house, and said service entrance facilities provided by Alabama Power Company will not in any way be considered a fixture or fixtures and thereby a part of said real estate, but will remain personal property belonging to Alabama Power Company, its successors and assigns, and will be subject to removal by Alabama Power Company, its successors and assigns, in accordance with applicable Rules and Regulations filed with and approved by the Alabama Public Service Commission.

4. These covenants and restrictions touch and concern and benefit the land and shall run with the land and shall be binding on Alabama Power Company, the undersigned, their respective heirs, successors and assigns. Invalidation of any one of the foregoing covenants and restrictions shall in no way affect any other provision contained herein.

IN WITNESS WHEREOF, this instrument has been executed this 11 day of May 1976.

[Handwritten signatures]

A. A. SCHMIDT, INC.

[Handwritten signatures: A. A. Schmidt, President]

STATE OF ALABAMA

MONTGOMERY COUNTY

1. DENNIS R. THOMPSON

whose name as A. A. Schmidt, whose name as A. A. Schmidt, Inc. a corporation, is signed to the foregoing restrictive covenants, and who is known to me, acknowledged before me on this date that, being informed of the contents of the agreement, he, as such officer and with full authority, executed the same voluntarily for and as the act of the corporation.

Given under my hand and official seal, this the 11 day of May 1976.

[Handwritten signature: Dennis R. Thompson]

STATE OF ALABAMA

MONTGOMERY COUNTY

1. William H. McQueen, Jr., a Notary Public, in and for said County, in said State, hereby certifies that Jimmy C. Burk & wife Heiler J. Burk & Laurens Hudson & wife Patricia H. Hudson signed to the foregoing restrictive covenants, and

who are known to me, acknowledged before me on this day that, being informed of the contents of the agreement, they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal, this the 22 day of December 1976.

[Handwritten signature: William H. McQueen, Jr.]

NOTARY PUBLIC STATE AT LARGE

00100 : -A
00150 : -A
00250 : -BL

STATE OF ALA. MONTGOMERY CO. I CERTIFY THIS DOCUMENT

DEC 22 3 01 PM 1976

[Handwritten signature]
JUDGE OF PROBATE

56-A