



PLAT # 12

△ CENTERLINE CURVE DATA			
NO.	RADIUS	DELTA	TANGEN
1	100.00'	90°08'00"	75.17'
2	125.00'	29°52'00"	33.32'

NO.	RADI
1	125.
2	75.
3	125.
4	125.
5	105.
6	150.
7	25.
8	25.

# COUNTY DOWNS PLAT 12

lying in the Northwest One-Quarter of Section 14, T-16N, R-18-E  
 MONTGOMERY COUNTY, ALABAMA  
 6.44 ACRES

STATE OF ALABAMA )  
 MONTGOMERY COUNTY )

PILGREEN and WHITE, INC.  
 Consulting Engineers

I, H. KENNETH WHITE, A REGISTERED ENGINEER AND 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 OR CONCRETE MONUMENTS AND THAT THEY ACTUALLY EXIST.

MONTGOMERY ALABAMA  
 AUGUST-1995 1"=60'

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.

Drawn By	Office Check	Field Checked	Field Check	Form No.	Job No.
MTB	REP				513-

ACCORDING TO MY SURVEY THIS THE 11th DAY OF FEBRUARY, 1996.

*H. Kenneth White*  
 H. KENNETH WHITE  
 ALABAMA REG. NO. 11176



## PROTECTIVE COVENANTS

### PROTECTIVE COVENANTS COUNTY DOWNS PLAT # 12

BY ADOPTION OF THE 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 PERIODS 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 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 THE 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 JOHN R. MARSHALL, JR., NAN M. SIMS, AND EVERETT R. MARSHALL. MAJORITY OF THE COMMITTEE MAY 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. THE COMMITTEE SHALL HAVE NO PERSONAL LIABILITY WITH RESPECT TO ANY CONTRACT OR DECISION MADE IN GOOD FAITH WHILE PERFORMING THEIR DUTIES.

2. PROCEDURE. THE BUILDER SHALL SUBMIT TO THE COMMITTEE A PLAN REVIEW FEE OF \$50.00 AND TWO SETS OF BUILDING PLANS AND SPECIFICATIONS READY FOR SUBMITTAL TO THE BUILDING DEPARTMENT, WHICH SHALL INCLUDE A SITE PLAN, DIMENSIONAL FLOOR PLAN, BUILDING ELEVATION, FINISHES AND DETAILS. 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. SITE PLAN. THE BUILDING PLANS SHALL INCLUDE A COMPLETE SITE PLAN WITH EXISTING AND FINISHED CONTOURS, FINISH FLOOR ELEVATION, FINISH SPOT ELEVATIONS AND A BENCH MARK. ALL RUNOFF SHALL BE DIRECTED TOWARD THE STREET OR DRAINAGE EASEMENTS. NO RUNOFF SHALL BE ALLOWED TO CROSS ONTO AN ADJACENT LOT EXCEPT IN APPROPRIATE EASEMENTS, AND WHEN CONSIDERED NOMINAL BY THE APPROVAL AUTHORITY.

4. 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 STRUCTURES, AND IS LOCATED CORRECTLY 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.

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HILGREN and WHITE, INC  
 Consulting Engineers  
 MONTGOMERY ALABAMA  
 AUGUST 1995

Drawn By	Office Check	Field Staked	Field Check	Book No.	Job No.
1/17B	PEP				512-00

PROPERTY LINE CURVE DATA

NO.	RADIUS	ARC	CHORD	BEARING
1	125.00'	25.46'	25.42'	S 01°55'06" E
2	75.00'	117.98'	106.19'	S 41°09'01" E
3	125.00'	63.25'	62.58'	S 22°14'58" E
4	125.00'	22.97'	22.94'	S 80°57'08" E
5	105.00'	52.13'	51.54'	N 18°51'00" E
6	150.00'	78.19'	77.31'	N 18°51'00" E
7	25.00'	30.77'	28.87'	S 01°28'52" E
8	25.00'	30.77'	28.87'	N 69°02'52" E

CENTERLINE CURVE DATA

NO.	RADIUS	DELTA	TANGENT
1	100.00'	90°08'00"	75.17'
2	125.00'	29°52'00"	33.34'

PROPERTY LINE DATA

NO.	DIST.	BEARING
1	42.06'	N 03°55'00" E
2	8.70'	N 34°47'00" E
3	17.82'	N 03°55'00" E

STATE OF ALABAMA  
 MONTGOMERY COUNTY )

THE UNDERSIGNED, FHM COMPANY, LTD., A LIMITED PARTNERSHIP COMPOSED OF WARREN B. MARSHALL, NAN M. SIMS, JAMES B. MARSHALL, JR., AND JOHN R. MARSHALL, JR., HEREBY JOINS IN AND SIGNS THE FOREGOING SURVEYORS CERTIFICATE, PLAT AND MAP AND HEREBY ADOPTS SAID PLAT, MAP AND RESTRICTIONS ON THIS THE 9 DAY OF FEBRUARY, 1996.

Warren B. Marshall, Sr.  
 BY: WARREN B. MARSHALL  
 AS GENERAL PARTNER

Nan M. Sims  
 BY: NAN M. SIMS  
 AS GENERAL PARTNER

J.B. Marshall, Jr.  
 BY: JAMES B. MARSHALL, JR.  
 AS GENERAL PARTNER

John R. Marshall  
 BY: JOHN R. MARSHALL, JR.  
 AS GENERAL PARTNER

STATE OF ALABAMA  
 MONTGOMERY COUNTY )

I, THE UNDERSIGNED AUTHORITY, A NOTARY PUBLIC FOR THE STATE OF ALABAMA AT LARGE, HEREBY CERTIFY THAT WARREN B. MARSHALL, NAN M. SIMS, JAMES B. MARSHALL, JR., JOHN R. MARSHALL, JR., WHOSE NAMES AS GENERAL PARTNERS OF FHM COMPANY, LTD., AND WHO ARE KNOWN TO ME, ACKNOWLEDGE BEFORE ME ON THIS DAY THAT BEING INFORMED OF THE CONTENTS OF THIS INSTRUMENT, THEY, IN THEIR CAPACITY AS GENERAL PARTNERS WITH FULL AUTHORITY, EXECUTED THIS INSTRUMENT VOLUNTARILY ON THE DAY THE SAME BEARS DATE.

GIVEN UNDER MY HAND THIS THE 9<sup>th</sup> DAY OF FEBRUARY, 1996

[Signature]  
 NOTARY PUBLIC

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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: 

A. L. WALLACE  
EXECUTIVE SECRETARY

MAR 01 1996

DATE

THIS PLAT HAS BEEN SUBMITTED TO AND CONSIDERED BY THE MONTGOMERY COUNTY ENGINEERING DEPARTMENT AND IS APPROVED BY SAID DEPARTMENT.

BY:   
G. A. FROST  
COUNTY ENGINEER

MAR 01 1996

DATE

NOTES

STREETS SHOWN HEREON IF NOT PREVIOUSLY DEDICATED ARE HEREBY RENDERED FOR PUBLIC USE.

ALL EASEMENTS OR RIGHTS-OF-WAY, EXCEPT UTILITY, PRIVATE EASEMENTS OR EASEMENTS FOR SANITARY SEWERS OR WATER MAINS SHOWN HEREON ARE HEREBY DEDICATED TO THE MUNICIPALITY OF MONTGOMERY, ALABAMA AND/OR THE COUNTY OF MONTGOMERY, ALABAMA FOR PUBLIC USE. EASEMENTS INCLUDE THE RIGHT OF INGRESS AND EGRESS BY THE CITY AND/OR COUNTY EMPLOYEES FOR MAINTENANCE OF THE PROPERTY INCLUDED IN THE EASEMENTS. NO PERMANENT STRUCTURE MAY BE PLACED ON THE EASEMENTS SHOWN

EASEMENTS FOR SANITARY SEWER AND WATER MAINS, IF NOT PREVIOUSLY DEDICATED ARE HEREBY DEDICATED TO THE WATER WORKS AND SEWER BOARD OF THE CITY OF MONTGOMERY, ALABAMA ITS SUCCESSORS OR ASSIGNS FOR INGRESS AND EGRESS IN THE INSTALLATION AND MAINTENANCE OF SANITARY SEWERS AND WATER MAINS AND THEIR APPURTENANCES. NO PERMANENT STRUCTURES MAY BE ERECTED ON ANY PART OF THESE EASEMENTS.

DIMENSIONS ON CURVES ARE CHORD MEASUREMENTS UNLESS OTHERWISE NOTED.

PLAT 43p. 197

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

1995 MAR - 1 AM 11: 03

  
JUDGE OF PROBATE

PROTECTIVE COVENANTS  
COUNTY DOWNS PLAT # 12

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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. THIRD STORIES WILL BE PERMITTED IF IT IS DESIGNED IN SUCH A FASHION AS TO FIT WITHIN THE NORMAL ROOF LINE OF A TWO STORY STRUCTURE IN THAT AREA NORMALLY CONSIDERED ATTIC AREA.
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, NOT LESS THAN 1,700 SQUARE FEET ON THE GROUND FLOOR AND