

PLAT 46P.065

COUNTY DOWNS PLAT 15

LYING IN THE NE 1/4 OF SECTION 14, T-16-N, R-18-E
MONTGOMERY COUNTY, ALABAMA
PLAT CONTAINS 6.58 ACRES

Pilgreen Engineering, Inc.

MONTGOMERY

ALABAMA

AUGUST 27, 1998

SCALE: 1" = 60'

Drawn By	Office Check	Field Staked	Field Check	Book No	Job No.
BJD	MTB				543-98

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 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. A 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 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 STRUCTURES, 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. 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 NOT LESS THAN 800 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 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 THE PURPOSES OF THIS COVENANT, PAVES, 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 100 FEET AT THE BUILDING SET BACK LINE.
6. EASEMENTS FOR INSTALLATION AND MAINTENANCE OF UTILITIES AND DRAINAGE FACILITIES ARE RESERVED AS SHOWN ON THE PLAT.
7. THE OWNER OF THE LOTS WITHIN THIS SUBDIVISION WILL NOT ERECT OR GRANT TO ANY PERSON, FIRM, OR CORPORATION, THE RIGHT, LICENSE, OR PRIVILEGE TO ERECT OR USE, OR PERMIT THE USE OF OVERHEAD WRES, POLES, OR OVERHEAD FACILITIES OF ANY TYPE OR KIND FOR ELECTRICAL, ELECTRONIC COMMUNICATION, OR TELEPHONE SERVICE ON SAID REAL ESTATE (EXCEPT SUCH POLES AND OVERHEAD FACILITIES AS MAY BE REQUIRED AT THOSE PLACES WHERE DISTRIBUTION FACILITIES ENTER AND LEAVE SAID SUBDIVISION). NOTHING HEREIN SHALL BE CONSTRUED TO PROHIBIT OVERHEAD STREET LIGHTING FIXTURES, OR ORNAMENTAL YARD LIGHTING WHERE SUCH IS SERVICED BY UNDERGROUND WRES OR CABLES.
8. EASEMENTS IN FAVOR OF THE SOUTH CENTRAL BELL TELEPHONE 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 CONSTRUCTED 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 METAL STORAGE BUILDING SHALL BE ALLOWED.
10. NO OBNOXIOUS 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 OR A TEMPORARY CHARACTER, TRAILER, BASEMENT, CAMPER, 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 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, PROVIDED THAT THEY ARE KEPT IN REASONABLE NUMBERS AND UNDER REASONABLE CONDITIONS SO AS NOT TO CREATE A NUISANCE AND NOT TO OTHERWISE UNREASONABLY DISTURB THE NEIGHBORS OR THE NEIGHBORHOOD.

15. NO LOT SHALL BE USED OR MAINTAINED AS A DUMPING GROUND FOR RUBBISH OR TRASH. GARBAGE OR OTHER WASTE SHALL BE KEPT 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 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 SIGHT LINE LIMITATIONS SHALL APPLY ON 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 OF 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 OR 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. NO BOAT, BOAT TRAILER, HOUSE TRAILER, HORSE TRAILER, TRAILER, CAMPER, MOTOR HOME OR ANY SIMILAR ITEMS SHALL BE STORED ON OR AT ANY LOT FOR A PERIOD OF TIME IN EXCESS OF FORTY-EIGHT (48) HOURS, UNLESS THE SAME ARE HOUSED IN A CARPORT OR GARAGE, OR PARKED BEYOND THE REAR LINE OF HOME CONSTRUCTED ON SUBJECT LOT AND OTHERWISE SCREENED SO THAT SAID ITEM CANNOT BE READILY SEEN FROM ANY ADJOINING STREET OR THE ADJACENT AND SURROUNDING PROPERTY

20. ALL LOTS MUST BE MAINTAINED IN ACCORDANCE WITH CITY OF MONTGOMERY WEED CONTROL GUIDELINES AND NEIGHBORHOOD STANDARDS.

21. NO LUMBER, METALS, BULK MATERIALS, REFUSE OR TRASH SHALL BE KEPT, STORED OR ALLOWED TO ACCUMULATE ON ANY PART OF THE PROPERTY, EXCEPT BUILDING MATERIALS USED DURING THE COURSE OF ORIGINAL CONSTRUCTION OF ANY APPROVED STRUCTURE, OR ANY APPROVED RENOVATION, REPAIR OR RECONSTRUCTION. IF TRASH OR OTHER REFUSE IS TO BE DISPOSED OF BY BEING PICKED UP AND CARRIED AWAY ON A REGULAR AND RECURRING BASIS, CONTAINERS MUST ONLY BE PLACED IN THE OPEN ON ANY DAY THAT A NORMAL PICK UP IS TO BE MADE, AT SUCH PLACE ON THE PROPERTY TO PROVIDE ACCESS TO PERSONS MAKING SUCH PICK UP. AT ALL OTHER TIMES SUCH CONTAINERS SHALL BE STORED IN SUCH MANNER SO THAT THEY CANNOT BE SEEN FROM ADJACENT AND SURROUNDING PROPERTY.

22. VEHICLE PARKING ON THE STREET IN FRONT OF HOUSES SHALL BE LIMITED TO TEMPORARY PARKING OF GUESTS OR RESIDENT VEHICLES IN CURRENT USE AND CURRENTLY LICENSED STORING AUTOMOBILES, TRUCKS, CAMPERS, BOATS, SNOWMOBILES, MOTORCYCLES, MOTOR BIKES OR ANY OTHER VEHICLE OF ANY OTHER DESCRIPTION IN THE STREET, DRIVEWAY, YARDS OF RESIDENCES, IN FRONT OF THE PRINCIPLE BUILDING SETBACK LINES, IS SPECIFICALLY PROHIBITED. SUCH VEHICLES MUST BE STORED IN GARAGES. VEHICLE PARKING IN GRASS SHALL NOT BE PERMITTED.

23. NO COMMERCIAL PANEL TRUCK OR EQUIPMENT SHALL BE PERMITTED TO BE PARKED OR TO BE STORED AT ANY PLACE ON SUBJECT PROPERTY. THIS PROHIBITION ON PARKING AND STORAGE SHALL NOT APPLY TO TEMPORARY PARKING OF TRUCKS AND/OR COMMERCIAL VEHICLES USED FOR PICK UP AND DELIVERY.

24. ANY SUCH VEHICLE OR RECREATIONAL EQUIPMENT PARKED IN VIOLATION OF THESE REGULATIONS CONTAINED HEREIN OR IN VIOLATION OF THE RULES AND REGULATIONS NOW OR HEREAFTER ADOPTED BY THE HOMEOWNER ASSOCIATION MAY BE TOWED AWAY BY THE HOMEOWNER ASSOCIATION, AT THE SOLE EXPENSE OF THE OWNER OF SUCH VEHICLE OR RECREATIONAL EQUIPMENT, IF THE VIOLATION OF SAID RESTRICTIONS REMAINS FOR A PERIOD OF MORE THAN FORTY-EIGHT (48) HOURS. THE HOMEOWNERS ASSOCIATION SHALL NOT BE LIABLE TO THE OWNER OF SUCH VEHICLE OR RECREATIONAL EQUIPMENT, NOR TO THE RESPECTIVE LOT OWNERS, FOR TRESPASS, CONVERSION OR OTHERWISE, NOR GUILTY OF ANY CRIMINAL OR QUASICRIMINAL ACT BY REASON OF SUCH TOWING, AND NEITHER ITS REMOVAL OR FAILURE OF THE OWNER TO RECEIVE ANY NOTICE OF SAID VIOLATION SHALL BE GROUNDS FOR RELIEF OF ANY TYPE. THE FOREGOING REMEDY IS IN ADDITION TO ANY OTHER REMEDY WHICH MAY EXIST WHETHER AT LAW OR IN EQUITY.

25. NO VEHICLE MAINTENANCE OR REPAIR SHALL BE PERFORMED ON ANY VEHICLES UPON ANY PORTIONS OF THE SUBJECT PROPERTY, UNLESS PERFORMED IN A GARAGE, EXCEPT IN AN EMERGENCY SITUATION. NOTWITHSTANDING THE FOREGOING, ALL REPAIRS TO DISABLED VEHICLES WITHIN THE PROPERTY MUST BE COMPLETED WITHIN FORTY-EIGHT (48) HOURS FROM ITS IMMOBILIZATION OR THE VEHICLE MUST BE REMOVED. THE HOMEOWNERS ASSOCIATION SHALL BE ALLOWED TO MAINTAIN AND STORE ITS MAINTENANCE VEHICLES, IF APPLICABLE, ON SPECIFIC AREAS OF THE PROPERTY AS NECESSARY FOR THE OPERATION AND MAINTENANCE OF THE COMMON AREAS OF THE SUBDIVISION.

26. NO WALL OR WINDOW AIR CONDITIONING UNITS NOR SOLAR COLLECTORS SHALL BE PERMITTED IF VISIBLE FROM THE STREET.

27. ALL MAIL BOXES SHALL BE OF WROUGHT IRON DESIGN WITH HOUSE NUMBERS PROMINENTLY DISPLAYED.

28. ONLY SODDED YARDS WILL BE ALLOWED WITH ROCK GARDEN OR NATURAL AREAS COMPRISING NO MORE THAN 25% OF THE FRONT PLANTING AREA.

29. TREE HOUSES, ATHLETIC EQUIPMENT, PLAYGROUND EQUIPMENT AND SIMILAR STRUCTURES ARE NOT PERMITTED IN THE FRONT YARD. ANY FIXED SPORTING EQUIPMENT MUST BE PLACED BEHIND THE BUILDING LINE AND SHALL NOT BE EASILY VISIBLE FROM THE STREET.

30. NO OPEN GARAGES WILL BE ALLOWED UNLESS ENTRY IS FACING THE REAR OR SIDE LOT LINES AND THE STRUCTURE IS LOCATED ATTACHED OR UNATTACHED TO THE REAR QUARTER OF THE HOUSE. NO UNATTACHED GARAGES WILL BE OPEN TO THE STREET. GARAGES WITH DOORS MUST OPEN TOWARD THE CLOSEST INTERIOR LOT LINE. ALL GARAGE DOORS MUST BE BEHIND THE BUILDING LINE ON THE MAIN STRUCTURE. ALL GARAGE DOORS MUST BE KEPT OPERABLE AND CLOSED WHEN NOT IN USE.

31. ALL FENCES WILL BE INSTALLED WITH THE FINISHED SIDE OUT ON FRONT, SIDES AND BACK.

NOTES:

STREETS SHOWN HEREON, IF NOT PREVIOUSLY DEDICATED, ARE HEREBY TENDERED 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.

ALABAMA POWER COMPANY IS GRANTED THE RIGHT TO CONSTRUCT, INSTALL, OPERATE AND MAINTAIN ITS FACILITIES, INCLUDING ALL CONDUITS, CABLES, TRANSCLOSURES AND OTHER APPLIANCES USEFUL OR NECESSARY IN CONNECTION THEREWITH, WITHIN A TEN (10) FOOT EASEMENT ALONG THAT PORTION OF EACH LOT ABUTTING A DEDICATED STREET, AND ANY OTHER UTILITY EASEMENT SHOWN, FOR THE UNDERGROUND TRANSMISSION AND DISTRIBUTION OF ELECTRIC POWER. TOGETHER WITH ALL THE RIGHTS AND PRIVILEGES NECESSARY OR CONVENIENT FOR THE FULL ENJOYMENT OR USE THEREOF, INCLUDING THE RIGHT OF INGRESS AND EGRESS TO AND FROM SAID FACILITIES AND THE RIGHT TO EXCAVATE FOR INSTALLATION, REPLACEMENT, REPAIR, AND REMOVAL THEREOF; AND ALSO THE RIGHT TO CUT AND KEEP CLEAR ALL TREES, UNDERBRUSH, SHRUBBERY, ROOTS AND OTHER GROWTH, AND TO KEEP CLEAR ANY AND ALL OBSTRUCTIONS OR OBSTACLES OF WHATEVER CHARACTER ON UNDER AND ABOVE SAID FACILITIES. ALSO INCLUDED IN THE RIGHTS GRANTED HEREIN IS THE RIGHT TO INSTALL SERVICE LATERALS RUNNING FROM SAID 10 FOOT WIDE EASEMENT TO THE DWELLING OR OTHER BUILDINGS CONSTRUCTED ON THE LOTS WITHIN THIS PLAT.

STATE OF ALABAMA)
COUNTY OF MONTGOMERY)

SPILLAGE AND HOLD HARMLESS AGREEMENT

For and in consideration of the sum of One Dollar, the receipt and sufficiency whereof is hereby acknowledged the hereinsigned hereby agree to hold harmless the City of Montgomery, a municipal corporation, its successors and assignees, from an damages or injuries to physical property or life, human or animal, occurring as a result of public surface water discharging, spilling, dumping or draining onto and across the lands of the owners located in the County of Montgomery, State of Alabama to-wit

Commence at the south margin of Triple Crown Drive (54' R.O.W.) thence N 03°51'03" E, 54.00 feet to the north R.O.W. of Triple Crown Drive; thence N 03°21'03" E, 361.64 feet; thence N 11°04'22" W, 204.00 feet; thence along a curve, chord bearing S 74°04'24" W, chord length 34.52 feet; thence N 20°46'49" W 185.12 feet; thence S 86°15'07" E, 645.29 feet; thence S 03°43'51" W, 771.24 feet; thence N 86°09'00" W, 484.73 feet to point of beginning

Said described property lying and being situated NE 1/4 of Section 14, T-16-N, R-18-E, Montgomery County, Alabama and containing 10.61 acres, more or less.

The hereinsigned further agree to protect the said City of Montgomery, its successors and assigns, again any claim of damages compensation of other wise, on the part of anyone, growing out of or resulting from injury to a person occurring as a result of public surface water discharging, spilling, or draining onto and across the lands of the owners of the aforementioned property, and to reimburse or make good any loss, damage, or cost that the said, City of Montgomery, may have to pay of any litigation arises from said injuries.

The hereinsigned do hereby agree and understand that the agreement herein is and shall constitute a covenant running with the land and shall be binding upon it, its successors and assigns.

46P.065

WE, 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 22 DAY OF Sept. 1999

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

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

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

John R Marshall Jr
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 22nd DAY OF September 1999

[Signature]
NOTARY PUBLIC

STATE OF ALABAMA)
MONTGOMERY COUNTY)

I, MARTIN T. BLETHEN 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 OR CONCRETE MONUMENTS 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.

ACCORDING TO MY SURVEY THIS THE 30th DAY OF AUGUST, 1999

Martin T Blethen
MARTIN T. BLETHEN
ALABAMA REG. NO. 14728



THIS INSTRUMENT
WAS FILED ON

1999 OCT 18 PM 12: 01

[Signature]
JUDGE OF PROBATE

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]
A. L. WALLACE
EXECUTIVE SECRETARY

OCT 15 1999
DATE

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

BY: [Signature]
COUNTY ENGINEER

OCT 15 1999
DATE