

3. SITE PLAN. THE BUILDING PLANS SHALL INCLUDE A COMPLETE SITE PLAN WITH EXISTING AND FINISHED CONTOURS, FINISH FLOOR ELEVATION, FINISH SHOP ELEVATIONS, AND A BENCHMARK. 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 NORMAL BY THE APPLICABLE AUTHORITY.

4. ARCHITECTURAL CONTROL. NO BUILDING SHALL BE ERRECTED, PLACED, OR ALTERED ON ANY LOT UNLESS THE QUALITY, WORKMANSHIP AND MATERIAL 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 ERRECTED OR PLACED ON ANY LOT UNLESS 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 ERRECTED, ALTERED, PLACED OR PERMITTED TO REMAIN ON ANY LOT OTHER THAN ONE DETACHED SINGLE FAMILY DWELLING NOT TO EXCEED TWO AND ONE-HALF STORES IN HEIGHT. THIRD STORES 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 ERRECTED UPON OR ALLOWED TO OCCUPY ANY LOT UNLESS THE GROUND FLOOR AREA OF THE MAIN STRUCTURE, INCLUDING EXCLUSIVE OF OPEN PORCHES, ATTACHED GARAGES OR CARPORTS, IS 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 100 SQUARE FEET ON THE SECOND-FLOOR 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 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, LAWNS, PATIOS, DECKS, PORCHES, AND OTHER OPEN AREAS SHALL 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 ENCRUSH UPON ANOTHER LOT.

5. NO DWELLING SHALL BE ERRECTED OR PLACED ON ANY LOT HAVING A WIDTH OF LESS THAN 36 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 ERRECT OR GRANT TO ANY PERSON, FIRM, OR CORPORATION, THE RIGHT, LICENSE, OR PRIVILEGE TO ERRECT OR PERMIT THE USE OF OVERHEAD WIRES, POLES, OR OVERHEAD FACILITIES AS MAY BE REQUIRED AT THOSE PLACES WHERE DISTRIBUTION FACILITIES ENTER AND LEAVE SAID LIGHTING FIXTURES, OR ORNAMENTAL YARD LIGHTING WHERE SUCH IS SERVICED BY UNDERGROUND WIRES OR CABLE.

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 OUTBUILDING OF ANY KIND OR NATURE, EXCEPT GARDEN OR ORNAMENTAL LANDSCAPE STRUCTURES, SHALL BE ERRECTED ON OR ADJACENT TO 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 AS STORING TOOLS AND EQUIPMENT OR MATERIALS FOR THE CONSTRUCTION OF THE MAIN HOUSE. NO METAL STORAGE BUILDING SHALL BE ALLOWED.

10. NO OBSCENOUS 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, 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 ON ANY LOT. NO DRILLING OR 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 KEPT, BREED, OR MAINTAINED FOR ANY COMMERCIAL PURPOSE, 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 DUMPING GROUND FOR RUBBISH TRASH, GARBAGE OR OTHER WASTE SHALL BE KEPT IN SANITARY CONTAINERS. ALL INCINERATORS OR EQUIPMENT FOR THE STORAGE OR DISPOSAL OF SUCH MATERIALS SHALL BE KEPT IN A CLEAN AND SANITARY CONDITION.

21. NO LUMBER, METALS, BUILD MATERIAL, REFUSE OF TRASH SHALL BE KEPT STORED OR ALLOWED TO ACCUMULATE ON ANY PORTION 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 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 HOUSE SHALL BE LIMITED TO TEMPORARY PARKING OF GUESTS OF RESIDENT VEHICLES IN CURRENT USE AND CURRENTLY LICENSED. STORING AUTOMOBILES, TRUCKS, CAMPER, BOATS, SHOWCARS, 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 SPECIALLY 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. THE PROHIBITION ON PARKING AND STORAGE SHALL NOT APPLY TO TEMPORARY PARKING OF TRUCK AND/OR COMMERCIAL VEHICLES USED FOR PICK-UP AND DELIVERY.

24. ANY SUCH VEHICLE OR RECREATIONAL EQUIPMENT PARKED IN VIOLATION OF THESE REGULATIONS CONTAINED HEREON OR IN VIOLATION OF THE RULES AND REGULATIONS NOW OR HEREFTER ADOPTED BY THE HOMEOWNERS 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 CULITY OF ANY CRIMINAL OR CIVIL CRIMINAL 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 OR 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 VEHICLE UPON ANY PORTIONS OF THE SUBJECT PROPERTY, UNLESS PERFORMED IN A GARAGE, EXCEPT IN AN EMERGENCY SITUATION. NOTWITHSTANDING THE FOREGOING, ALL REPAIRS TO DISABLE VEHICLES WITHIN THE PROPERTY MUST BE COMPLETED WITHIN FORTY-EIGHT (48) HOURS FROM ITS IMMOBILIZATION OF 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 MAILBOXES SHALL BE BROUGHT IRON DESIGNS WITH HOUSE NUMBERS PROMINENTLY DISPLAYED.

28. ONLY BOODER 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 FENCED SPORTING EQUIPMENT MUST BE PLACED BEHIND THE BUILDING LINE AND SHALL NOT BE EASILY VISIBLE FROM THE STREET.

30. NO GARAGES OR CARPORTS WILL BE ALLOWED FACING THE STREET. GARAGES, NOT CARPORTS, MAY BE ON FRONT OF DWELLINGS IF DOORS OPEN TO THE SIDE. ALL GARAGE DOORS MUST BE KEPT OPERABLE AND CLOSED WHEN NOT IN USE. INTERPRETATION OF CLOSED STRUCTURES WILL BE AT THE DISCRETION OF THE ARCHITECTURAL COMMITTEE. ONE SET OF PRELIMINARY PLANS MAY BE SUBMITTED FOR REVIEW IF PURCHASER IS UNSURE OF COMPLIANCE.

31. ALL EGRESS SHALL BE INSTALLED WITH THE FINISHED SIDE FACING OUT ON THE FRONT, SIDE FACING A STREET AND MUST BE BEHIND ALL BUILDING LINES FACING THE STREET.

CL CURVE DATA table with 3 columns: Station, Distance, and Curve Data.

STATE OF ALABAMA MONTGOMERY COUNTY) FREDERICK CHAMBLISS, S and MATTHEW C. CHAMBLISS SHERIFF OF LOT 17 BLOCK A, JOHN B. MARSHALL, JR. S, FORD R. MARSHALL, JR. S, JAMES B. MARSHALL, JR. S, and JOHN R. MARSHALL, JR. S, CONSTITUTE ALL OF THE GENERAL PARTNERS, HEREINAFTER KNOWN AS FPM COMPANY, LTD., A LIMITED PARTNERSHIP IN WHICH JOHN B. MARSHALL, JR., RAM M. SIMS, JAMES B. MARSHALL, JR., AND JOHN R. MARSHALL, JR. CONSTITUTE ALL OF THE GENERAL PARTNERS, HEREINAFTER KNOWN AS FPM COMPANY, LTD., A LIMITED PARTNERSHIP IN WHICH JOHN B. MARSHALL, JR., RAM M. SIMS, JAMES B. MARSHALL, JR., AND JOHN R. MARSHALL, JR. CONSTITUTE ALL OF THE GENERAL PARTNERS.

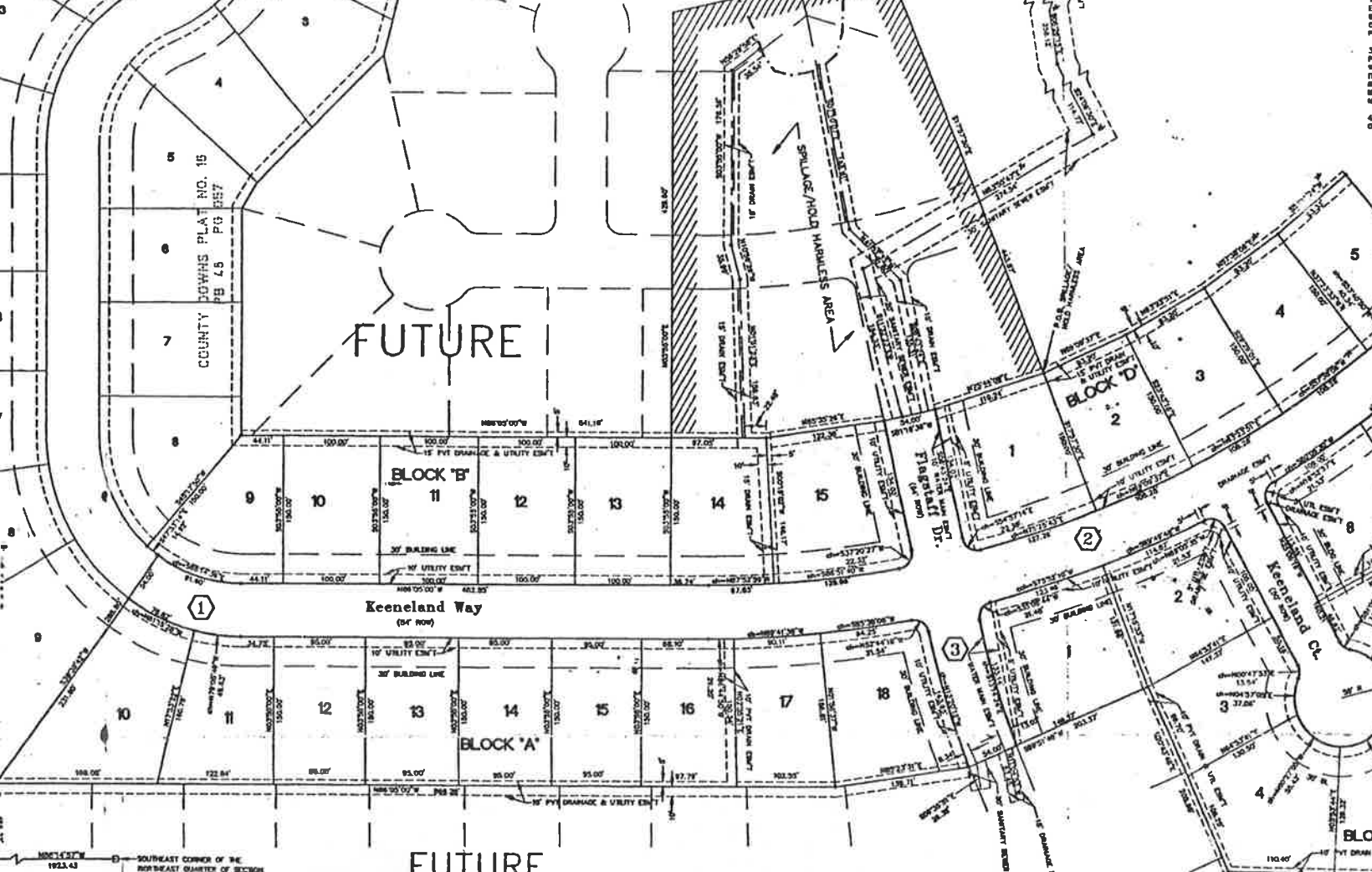
STATE OF ALABAMA MONTGOMERY COUNTY) I, THE UNDERSIGNED, A NOTARY PUBLIC FOR THE STATE OF ALABAMA AT LARGE, HEREBY CERTIFY THAT FREDERICK CHAMBLISS, S and MATTHEW C. CHAMBLISS, S, WHO ARE KNOWN TO ME, ACKNOWLEDGED BEFORE ME ON THIS DAY THAT, BEING INFORMED OF THE CONTENTS OF THIS INSTRUMENT, THEY WERE FULLY AUTHORIZED TO EXECUTE THIS INSTRUMENT VOLUNTARILY ON THE DAY THE SAME BEARS DATE.

STATE OF ALABAMA MONTGOMERY COUNTY) I, THE UNDERSIGNED, A NOTARY PUBLIC FOR THE STATE OF ALABAMA AT LARGE, HEREBY CERTIFY THAT JOHN B. MARSHALL, JR., RAM M. SIMS, JAMES B. MARSHALL, JR., AND JOHN R. MARSHALL, JR., WHO ARE KNOWN TO ME, ACKNOWLEDGED BEFORE ME ON THIS DAY THAT, BEING INFORMED OF THE CONTENTS OF THIS INSTRUMENT, THEY WERE FULLY AUTHORIZED TO EXECUTE THIS INSTRUMENT VOLUNTARILY ON THE DAY THE SAME BEARS DATE.

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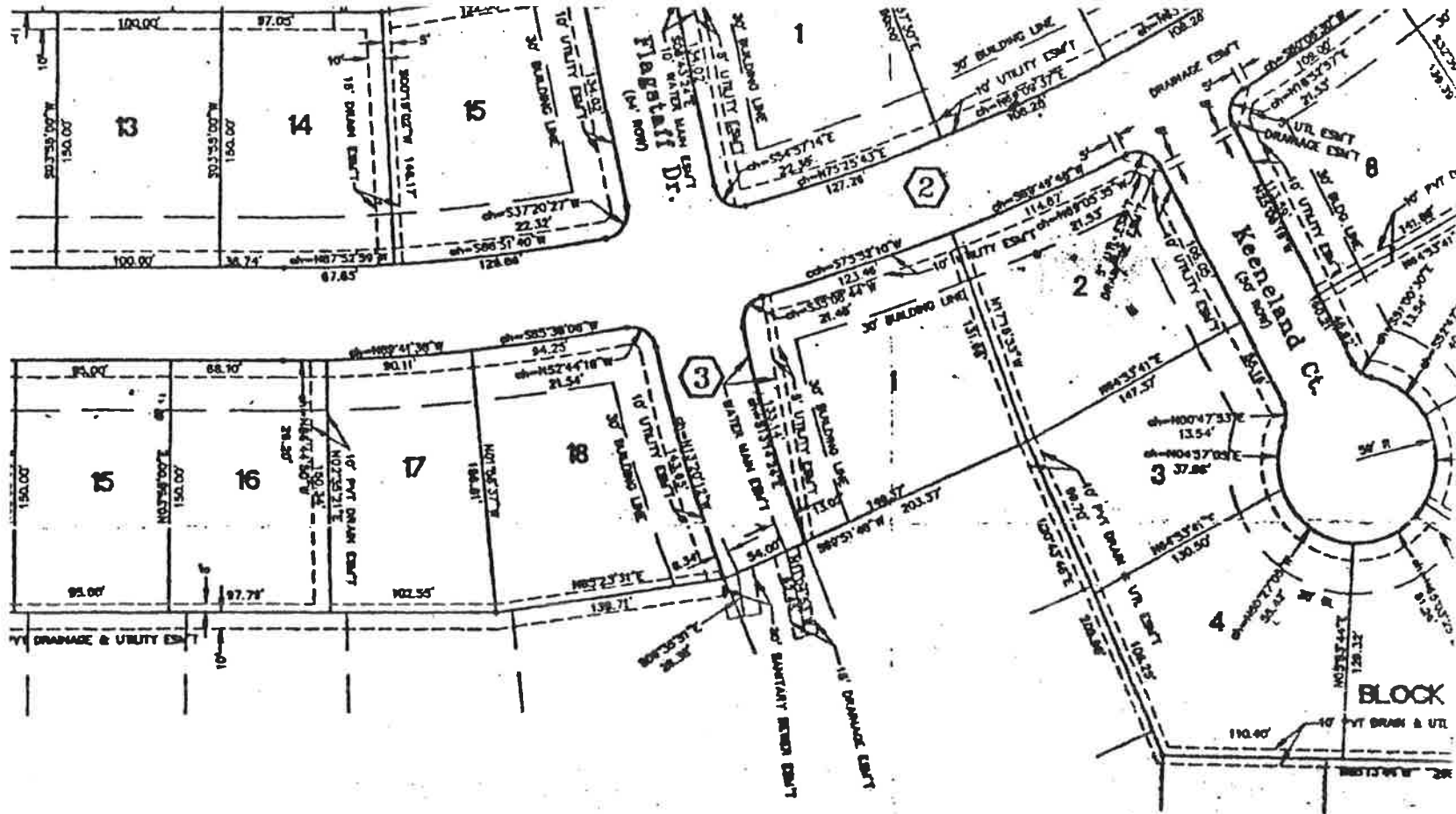
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STATE OF ALABAMA MONTGOMERY COUNTY) I, THE UNDERSIGNED, A NOTARY PUBLIC FOR THE STATE OF ALABAMA AT LARGE, HEREBY CERTIFY THAT JOHN B. MARSHALL, JR., RAM M. SIMS, JAMES B. MARSHALL, JR., AND JOHN R. MARSHALL, JR., WHO ARE KNOWN TO ME, ACKNOWLEDGED BEFORE ME ON THIS DAY THAT, BEING INFORMED OF THE CONTENTS OF THIS INSTRUMENT, THEY WERE FULLY AUTHORIZED TO EXECUTE THIS INSTRUMENT VOLUNTARILY ON THE DAY THE SAME BEARS DATE.



SPILLAGE/HOLD HARMLESS AREA BEING: AT THE NORTHWEST CORNER OF LOT 1, BLOCK 'D', RUN ALONG THE NORTH LINE OF SAID LOT 1 575.44' TO A POINT 118.24 FEET TO A POINT AT THE NORTHWEST CORNER OF SAID LOT 1, SAID POINT ALSO LING ON THE EAST MARGIN OF FLAGSTAFF DRIVE (54' ROW), THENCE RUN ALONG THE END OF SAID FLAGSTAFF DRIVE, 816.00' TO A POINT AT THE WEST END OF SAID FLAGSTAFF DRIVE, THENCE RUN THE FOLLOWING TWO (2) COURSES AND DISTANCES: 285.2774' 122.38 FEET; 188.00' TO A POINT, SAID POINT LING AT THE NORTHWEST CORNER OF LOT 14, BLOCK 'B', THENCE, RUN THE FOLLOWING THREE (3) COURSES AND DISTANCES: 403.55' 200.00 FEET; 438.94 FEET; 168.1542 FEET; 224.18 FEET; 818.73' 443.87 FEET TO THE POINT OF BEGINNING.

STATE OF ALABAMA MONTGOMERY COUNTY) I, THE UNDERSIGNED, A NOTARY PUBLIC FOR THE STATE OF ALABAMA AT LARGE, HEREBY CERTIFY THAT JOHN B. MARSHALL, JR., RAM M. SIMS, JAMES B. MARSHALL, JR., AND JOHN R. MARSHALL, JR., WHO ARE KNOWN TO ME, ACKNOWLEDGED BEFORE ME ON THIS DAY THAT, BEING INFORMED OF THE CONTENTS OF THIS INSTRUMENT, THEY WERE FULLY AUTHORIZED TO EXECUTE THIS INSTRUMENT VOLUNTARILY ON THE DAY THE SAME BEARS DATE.



STATE OF ALABAMA)
MONTGOMERY COUNTY)

FPM COMPANY, LTD., A UNITED PARTNERSHIP IN WHICH JOHN D. MARSHALL, NIM M. SIMS, JAMES B. MARSHALL, JR. AND JOHN R. MARSHALL, JR. CONSTITUTE ALL OF THE GENERAL PARTNERS, HEREBY JOINS IN AND SIGNS THE FOREGOING SURVEYOR'S CERTIFICATE, PLAT AND MAP AND HEREBY ADOPT SAID PLAT, MAP AND RESTRICTIONS ON THIS THE 27th DAY OF January, 2004.

FPM COMPANY, LTD.

BY: John D. Marshall
JOHN D. MARSHALL, GENERAL PARTNER

BY: Nim M. Sims
NIM M. SIMS, GENERAL PARTNER

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

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

STATE OF ALABAMA)
MONTGOMERY COUNTY)

I, THE UNDERSIGNED, A NOTARY PUBLIC FOR THE STATE OF ALABAMA AT LARGE, HEREBY CERTIFY THAT JOHN D. MARSHALL, NIM M. SIMS, JAMES B. MARSHALL, JR. AND JOHN R. MARSHALL, JR., WHOSE NAMES AS GENERAL PARTNERS OF FPM COMPANY, LTD., AN ALABAMA UNITED PARTNERSHIP, AND WHO ARE KNOWN TO ME, ACKNOWLEDGED BEFORE ME ON THIS DAY THAT, BEING INFORMED OF THE CONTENTS OF THIS INSTRUMENT, THEY AS SAID GENERAL PARTNERS AND WITH FULL AUTHORITY EXECUTED THIS INSTRUMENT VOLUNTARILY ON THE DAY THE SAME BECAME DUE, AS THE ACT OF SAID UNITED PARTNERSHIP.

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

THIS PLAT WAS SUBMITTED TO THE CITY PLANNING COMMISSION ON AUGUST 14, 2003 AND IS APPROVED ACCORDING

BY: Thomas M. Tyson, Jr.
THOMAS M. TYSON, JR.
EXECUTIVE SECRETARY

THIS PLAT HAS BEEN SUBMITTED TO AND APPROVED BY THE ENGINEER FOR RECORDING IN THE OFFICE OF THE JUDGE OF THE COUNTY OF MONTGOMERY COUNTY, ALABAMA.
DAY OF _____ 2004. M.

George C. Speake
GEORGE C. SPEAKE
MONTGOMERY COUNTY ENGINEER

STATE OF ALABAMA)
MONTGOMERY COUNTY)

I, MARTIN T. BLETHOK, A REGISTERED LAND SURVEYOR HEREBY CERTIFY THAT THE PROPERTY SHOWN ON THIS PLAT IS CORRECT, THAT ALL CORNERS ARE MARKED WITH IRON PIPES AND THAT THEY ACTUALLY EXIST.

I HEREBY CERTIFY THAT ALL PARTS OF THIS SURVEY WERE IN ACCORDANCE WITH THE REQUIREMENTS OF THE PRACTICE OF LAND SURVEYING IN THE STATE OF ALABAMA.

WALL FENCE OR SHRUB PLANTING WHICH OBSTRUCTS SIGHT LINES BETWEEN 2 AND 4 FEET ABOVE THE ROADWAY TO BE PERMITTED TO REMAIN ON ANY CORNER LOT WITHIN AREA FORMED BY THE STREET & PROPERTY LINES AND A 10 FEET FROM THE INTERSECTION OF A STREET AND A DRIVEWAY PAVEMENT. NO TREE SHALL BE PLANTED WITHIN SUCH DISTANCES OF SUCH INTERSECTIONS UNLESS THE TREE IS MAINTAINED AT SUFFICIENT HEIGHT TO PERMIT SIGHT LINES. NO FENCE SHALL EXTEND BEYOND THE BUILDING SET BACK LINE.

FOR INSTALLATION AND MAINTENANCE OF DRAINAGE SYSTEMS AS SHOWN ON THE PLAT AND OVER THE REAR OF LOT THEREIN, WITHIN THESE EASEMENTS, NO PILING OR OTHER MATERIAL SHALL BE PLACED OR STORED WHICH MAY DAMAGE OR INTERFERE WITH THE MAINTENANCE OF UTILITIES, OR WHICH MAY CHANGE THE DIRECTION OF WATER THROUGH CHANNELS IN THE EASEMENT AREA OF EACH LOT AND ALL IMPROVEMENTS IN IT SHALL BE CONTINUOUSLY BY THE OWNER OF THE LOT, EXCEPT FOR EASEMENTS FOR WHICH A PUBLIC AUTHORITY OR UTILITY IS RESPONSIBLE.

NO MAY BE ERRECTED ON TWO OR MORE ADJOINING LOTS SO USED SHALL BE CONSIDERED AND REFERRED TO AS IF THE PURPOSE OF THESE RESTRICTIONS AND THE RESTRICTIONS SHALL APPLY THE SAME AS IF SAID TRACT HAD BEEN DIVIDED AND SHOWN AS ONE LOT ON THE PLAT.

DAY TRAILER, HOUSE TRAILER, HORSE TRAILER, TRAILER, HOME OR ANY SIMILAR ITEMS SHALL BE STORED ON OR OFF A PERIOD OF TIME IN EXCESS OF FORTY-EIGHT (48) HOURS IN A CARPORT OR GARAGE, OR THE REAR LINE OF HOME CONSTRUCTED ON SUBJECT LOT SCREENED SO THAT SAID ITEM CANNOT BE READILY SEEN FROM STREET OR THE ADJACENT AND SURROUNDING AREAS.

LANDSCAPING SHALL BE MAINTAINED IN ACCORDANCE WITH CITY OF MONTGOMERY CONTROL GUIDELINES AND NEIGHBORHOOD STANDARDS.

RECYCLING METALS, BUILD MATERIAL, REFUSE OF WASTE SHALL BE STORED IN AN AREA NOT ALLOWED TO ACCUMULATE ON ANY PART OF THE PROPERTY. BUILDING MATERIALS USED DURING THE COURSE OF CONSTRUCTION OF ANY APPROVED STRUCTURE OR ANY APPROVED REPAIR OF RECONSTRUCTION, IF TRASH OR OTHER REFUSE IS NOT BY BEING PICKED UP AND CARRIED AWAY ON A TRUCK OR EQUIPMENT, CONTAINERS MUST ONLY BE PLACED ON THE PROPERTY ACCESS TO PERSONS MAKING PICK-UP. SUCH CONTAINERS SHALL BE STORED IN SUCH A MANNER THAT THEY CANNOT BE SEEN FROM ADJACENT AND SURROUNDING AREAS.

PARKING ON THE STREET IN FRONT OF HOUSE SHALL BE LIMITED TO VISITORS OF RESIDENT VEHICLES IN AN AREA CURRENTLY LICENSED. STORING AUTOMOBILES, TRUCKS, SNOWMOBILES, MOTORCYCLES, MOTOR BIKES OR ANY OTHER DESCRIPTION IN THE STREET, DRIVEWAY, PORCHES, IN FRONT OF THE PRINCIPLE BUILDING STRUCTURE, IS PROHIBITED. SUCH VEHICLES MUST BE STORED IN THE PARKING IN GRASS SHALL NOT BE PERMITTED.

TRAILER, PANEL TRUCK OR EQUIPMENT SHALL BE PERMITTED TO BE STORED AT ANY PLACE ON SUBJECT PROPERTY. ON PARKING AND STORAGE SHALL NOT APPLY TO TRUCKS AND/OR COMMERCIAL VEHICLES USED FOR BUSINESS.

VEHICLE OR RECREATIONAL EQUIPMENT PARKED IN VIOLATION OF THESE REGULATIONS CONTAINED HEREIN OR IN VIOLATION OF REGULATIONS NOW OR HEREAFTER ADOPTED BY THE CITY OF MONTGOMERY, AT THE SOLE EXPENSE OF THE OWNER OF SUCH RECREATIONAL EQUIPMENT, IF THE VIOLATION OF SAID REGULATIONS FOR A PERIOD OF MORE THAN FORTY-EIGHT (48) HOURS, THE OWNER SHALL NOT BE LIABLE TO THE CITY OF MONTGOMERY FOR THE REMOVAL OF SUCH VEHICLE OR RECREATIONAL EQUIPMENT, NOR TO THE CITY OF MONTGOMERY FOR THE REMOVAL OF SUCH EQUIPMENT, NOR SHALL THE CITY OF MONTGOMERY BE RESPONSIBLE FOR THE REMOVAL OF SUCH EQUIPMENT OR FOR ANY LOSS OR DAMAGE TO SUCH EQUIPMENT, WHETHER AT LAW OR IN EQUITY.

MAINTENANCE OR REPAIR SHALL BE PERFORMED ON ANY PART OF PORTIONS OF THE SUBJECT PROPERTY, UNLESS OTHERWISE SPECIFIED IN AN EMERGENCY SITUATION. THE FOLLOWING ALL REPAIRS TO DISABLE VEHICLES MUST BE COMPLETED WITHIN FORTY-EIGHT (48) HOURS OF THE REPORT OF THE VIOLATION. THE MOBILIZATION OF THE VEHICLE MUST BE REMOVED, THE VEHICLE SHALL BE ALLOWED TO MAINTAIN AND STORE IN ANY AREA OF THE PROPERTY, ON SPECIFIC AREAS OF THE PROPERTY, IF APPLICABLE, FOR THE OPERATION AND MAINTENANCE OF THE VEHICLE.

WINDOW AIR-CONDITIONING UNITS FOR RESIDENTIAL USE SHALL BE PERMITTED IF VISIBLE FROM THE STREET. UNITS SHALL BE BROUGHT IRON DESIGNS WITH HOUSE NUMBER VISIBLE.

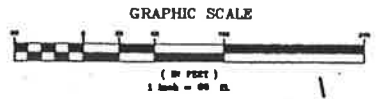
NO DRIVEWAY SHALL BE ALLOWED WITH ROCK GARDEN OR CURBING NO MORE THAN 25% OF THE FRONT PLANTING AREA.

NO ATHLETIC EQUIPMENT, PLAYGROUND EQUIPMENT AND OTHER ITEMS ARE NOT PERMITTED IN THE FRONT YARD. ANY EXISTING EQUIPMENT MUST BE PLACED BEHIND THE BUILDING LINE AND ASKED VISIBLE FROM THE STREET.

NO DRIVEWAYS OR CARPORTS WILL BE ALLOWED FACING THE STREET. DRIVEWAYS, CARPORTS, OR GARAGES MUST BE KEPT OPERABLE AND CLOSED. INFORMATION OF GARAGE STRUCTURES WILL BE AT THE DISCRETION OF THE ARCHITECTURAL COMMITTEE. ONE SET OF PLANS MAY BE SUBMITTED FOR REVIEW IF PURCHASER IS INTERESTED.

ALL UTILITIES SHALL BE INSTALLED WITH THE FINISHED SIDE FACING OUTSIDE OF THE STREET AND MUST BE BEHIND ALL BUILDING STRUCTURES.

UNLESS OTHERWISE SPECIFIED, ALL DIMENSIONS SHALL BE IN FEET AND INCHES TO THE NEAREST 1/8".



CORRECTED MAP OF COUNTY DOWNS PLAT NO. 17

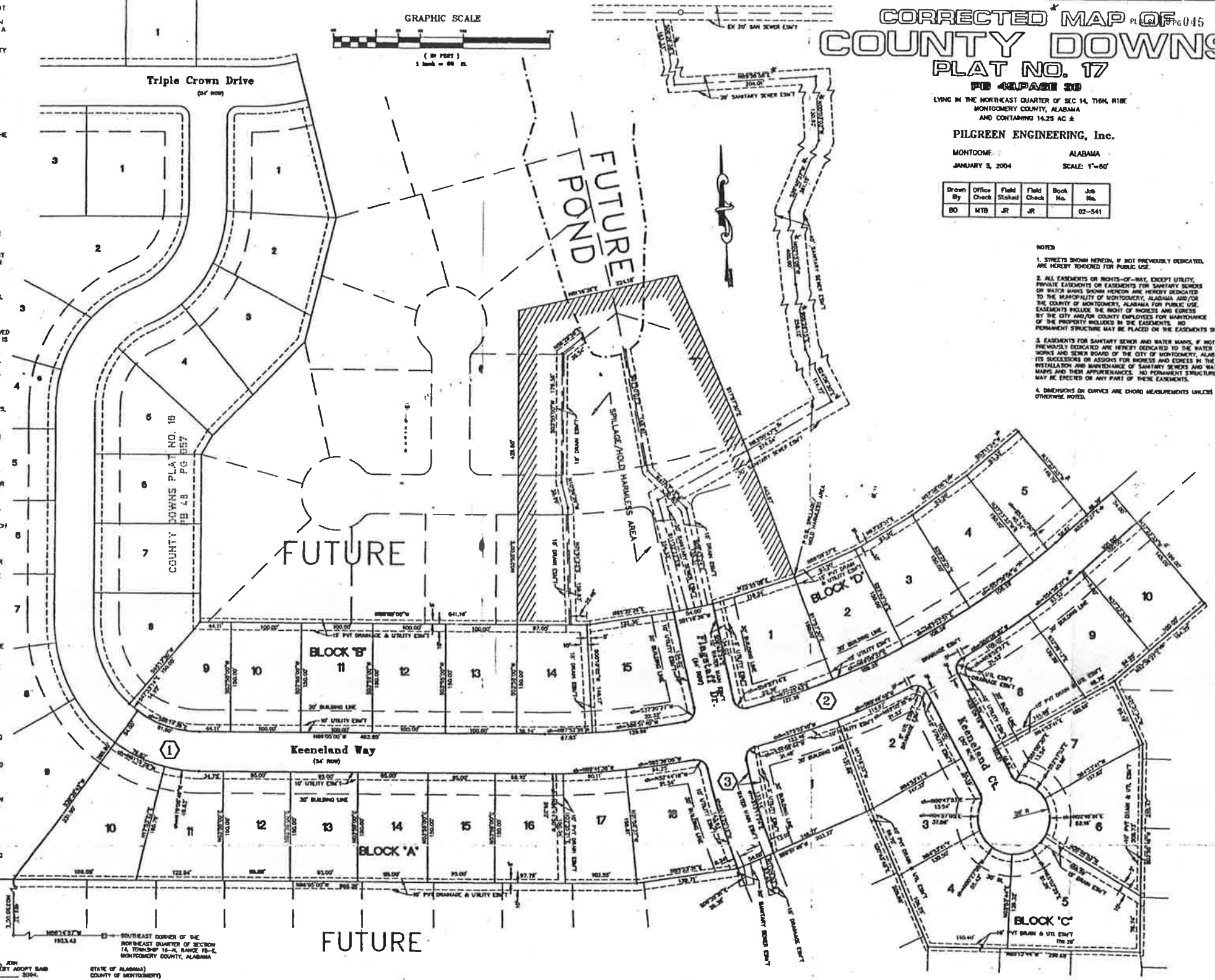
LYING IN THE NORTHEAST QUARTER OF SEC 14, T16N, R16E, MONTGOMERY COUNTY, ALABAMA AND CONTAINING 14.25 AC ±

PILGREN ENGINEERING, Inc.

MONTGOMERY, ALABAMA
JANUARY 3, 2004 SCALE: 1"=60'

Drawn By	Office Check	Field Stationed	Field Check	Book No.	Job No.
BO	MTB	JR	JR		02-541

- NOTES
- STREETS SHOWN HEREON, IF NOT PREVIOUSLY DEDICATED, ARE HEREBY DEDICATED 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 ERRECTED ON ANY PART OF THESE EASEMENTS, UNLESS OTHERWISE NOTED.



CL CURVE DATA

Station	PC	PVI	PT	Length	Radius
1	100+00	100+00	100+00	100.00	100.00
2	100+00	100+00	100+00	100.00	100.00
3	100+00	100+00	100+00	100.00	100.00

UNLESS OTHERWISE SPECIFIED, ALL DIMENSIONS SHALL BE IN FEET AND INCHES TO THE NEAREST 1/8".

UNLESS OTHERWISE SPECIFIED, ALL DIMENSIONS SHALL BE IN FEET AND INCHES TO THE NEAREST 1/8".

PROTECTIVE COVENANTS
COUNTY DOWNS PLAT # 17

BY ADOPTION OF THE PLAT, THE OWNERS OF ALL THE LOTS EMBRACED THEREIN, HEREBY ADOPT 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 THE 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 JUDGEMENT 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 AN ARCHITECT REGISTERED IN THE STATE OF ALABAMA, 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 \$ 100 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 REQUIRES 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 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 SHOP ELEVATIONS, AND A BENCHMARK. 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 MATERIAL 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.

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-FLOOR 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 THE PURPOSES OF THIS COVENANT, EAVES CAN NOT ENCRACH MORE THAN 30" ACROSS A BUILDING LINE, STEPS, OPEN PORCHES, AND ORNAMENTAL PLANTING BOXES SHALL 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 ENCRACH UPON ANOTHER LOT.
5. NO DWELLING SHALL BE ERECTED OR PLACED ON ANY LOT HAVING A WIDTH OF LESS THAN 88 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 WIRES, POLES, OR OVERHEAD FACILITIES AS MAY BE REQUIRED AT THOSE PLACES WHERE DISTRIBUTION FACILITIES ENTER AND LEAVE SAID LIGHTING FIXTURES, OR ORNAMENTAL YARD LIGHTING WHERE SUCH IS SERVICED BY UNDERGROUND WIRES OR CABLE.
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 OUTBUILDING OF ANY KIND OR NATURE, EXCEPT GARDEN OR ORNAMENTAL LANDSCAPE STRUCTURES, SHALL BE ERECTED 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 OF 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

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 6 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 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 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, BUILD MATERIAL, REFUSE OF 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 OF 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 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 HOUSE SHALL BE LIMITED TO TEMPORARY PARKING OF GUESTS OF 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 TRUCK 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, 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 OF OTHERWISE, NOR GUILTY OF ANY CRIMINAL OR QUASI CRIMINAL 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 OR 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 VEHICLE UPON ANY PORTIONS OF THE SUBJECT PROPERTY, UNLESS PERFORMED IN A GARAGE, EXCEPT IN AN EMERGENCY SITUATION, NOTWITHSTANDING THE FOREGOING, ALL REPAIRS TO DISABLE 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.

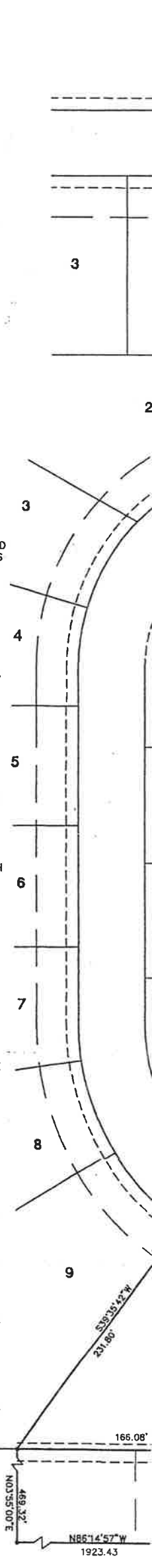
27. ALL MAILBOXES SHALL BE WROUGHT IRON DESIGNS WITH HOUSE NUMBERS PROMINENTLY DISPLAYED.

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 GARAGES OR CARPORTS WILL BE ALLOWED FACING THE STREET. GARAGES, NOT CARPORTS, MAY BE ON FRONT OF DWELLING IF DOORS OPEN TO THE SIDE. ALL GARAGE DOORS MUST BE KEPT OPERABLE AND CLOSED WHEN NOT IN USE. INTERPRETATION OF GARAGE STRUCTURES WILL BE AT THE DISCRETION OF THE ARCHITECTURAL COMMITTEE. ONE SET OF PRELIMINARY PLANS MAY BE SUBMITTED FOR REVIEW IF PURCHASER IS UNSURE OF COMPLIANCE.

31. ALL FENCES WILL BE INSTALLED WITH THE FINISHED SIDE FACING OUT ON THE FRONT, SIDE FACING A STREET AND MUST BE BEHIND ALL BUILDING LINES FACING THE STREET.



CL CURVE DATA

①	②	③
Δ = 35°40'42"	Δ = 41°18'33"	Δ = 09°31'01"
R = 179.00'	R = 1104.00'	R = 833.14'
T = 57.61'	T = 418.17'	T = 89.35'
L = 111.48'	L = 795.96'	L = 138.38'

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SPECIFICATIONS HAVE BEEN SUBMITTED TO IT, OR IN ANY EVENT, IF NO SUIT TO ENJOIN THE CONSTRUCTION HAS BEEN COMMENCED PRIOR TO 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 SHOP ELEVATIONS, AND A BENCHMARK. 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.

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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 AS MAY BE REQUIRED AT THOSE PLACES WHERE DISTRIBUTION FACILITIES ENTER AND LEAVE SAID LIGHTING FIXTURES, OR ORNAMENTAL YARD LIGHTING WHERE SUCH IS SERVICED BY UNDERGROUND WRES OR CABLE.

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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 OF 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, THAT THEY ARE KEPT IN REASONABLE NUMBERS AND UNDER REASONABLE CONDITIONS SO AS NOT TO CREATYE A NUISANCE AND NOT TO OTHERWISE UNREASONABLE DISTURB THE NEIGHBORS OR THE NEIGHBORHOOD.

15. NO LOT SHALL BE USED OR MAINTAINED AS DUMPING GROUND FOR RUBBISH TRASH, GARBAGE OR OTHER WASTE SHALL BE KEPT IN SANITARY CONTAINERS. ALL INCINERATORS OR EQUIPMENT FOR THE STORAGE OR DISPOSAL OF SUCH MATERIALS SHALL BE KEPT IN A CLEAN AND SANITARY CONDITION.

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22. VEHICLE PARKING ON THE STREET IN FRONT OF HOUSE SHALL BE LIMITED TO TEMPORARY PARKING OF GUESTS OF 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.

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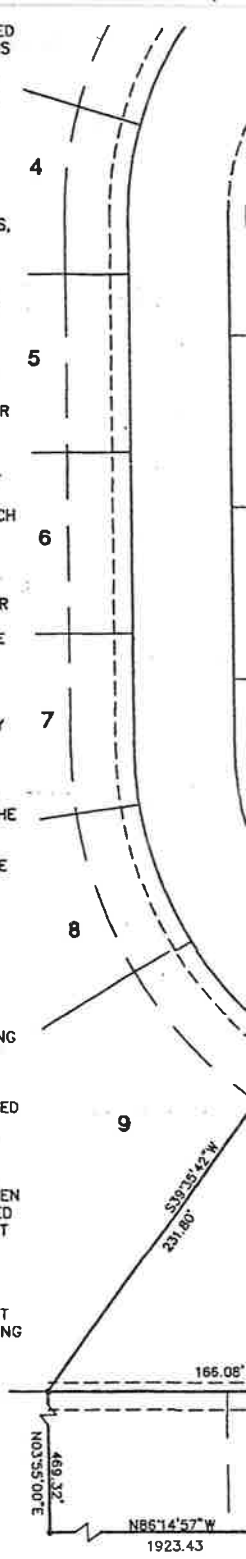
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28. ONLY SODDED YARDS WILL BE ALLOWED WITH ROCK GARDEN OR NATURAL AREAS COMPRISING NO MORE THAN 25% OF THE FRONT PLANTING AREA.

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 GARAGES OR CARPORTS WILL BE ALLOWED FACING THE STREET. GARAGES, NOT CARPORTS, MAY BE ON FRONT OF DWELLING IF DOORS OPEN TO THE SIDE. ALL GARAGE DOORS MUST BE KEPT OPERABLE AND CLOSED WHEN NOT IN USE. INTERPRETATION OF GARAGE STRUCTURES WILL BE AT THE DISCRETION OF THE ARCHITECTURAL COMMITTEE. ONE SET OF PRELIMINARY PLANS MAY BE SUBMITTED FOR REVIEW IF PURCHASER IS UNSURE OF COMPLIANCE.

31. ALL FENCES WILL BE INSTALLED WITH THE FINISHED SIDE FACING OUT ON THE FRONT, SIDE FACING A STREET AND MUST BE BEHIND ALL BUILDING LINES FACING THE STREET.



CL CURVE DATA

①	②	③
Δ = 35°40'42"	Δ = 41°18'33"	Δ = 09°21'01"
R = 179.00'	R = 1104.00'	R = 833.14'
T = 57.61'	T = 416.17'	T = 69.35'
L = 111.46'	L = 795.96'	L = 136.38'

166.08'
469.32'
N03°55'00"E
N85°14'57"W
1923.43

CONTAINED IN ACCORDANCE WITH CITY OF CONTROL GUIDELINES AND NEIGHBORHOOD STANDARDS.

ALS. BUILD MATERIAL, REFUSE OF TRASH SHALL BE...
LOWED TO ACCUMULATE ON ANY PART OF THE...
BUILDING MATERIALS USED DURING THE COURSE OF...
TION OF ANY APPROVED STRUCTURE, OR ANY APPROVED...
OF RECONSTRUCTION, IF TRASH OR OTHER REFUSE IS...
BY BEING PICKED UP AND CARRIED AWAY ON A...
IRING BASIS. CONTAINERS MUST ONLY BE PLACED ON...
IN FRONT OF THE PROPERTY MAKING SURE PICK-UP...
SUCH CONTAINERS SHALL BE STORED IN SUCH...
EY CANNOT BE SEEN FROM ADJACENT AND...
RTY.

ON THE STREET IN FRONT OF HOUSE SHALL BE...
BY PARKING OF GUESTS OF RESIDENT VEHICLES IN...
CURRENTLY LICENSED. STORING AUTOMOBILES, TRUCKS...
MOTORCYCLES, MOTOR BIKES OR ANY...
ANY OTHER DESCRIPTION IN THE STREET, DRIVEWAY...
IN FRONT OF THE PROPERTY BUILDING SETBACK...
LY PROHIBITED. SUCH VEHICLES MUST BE STORED IN...
PARKING IN GRASS SHALL NOT BE REMOVED.

TRUCK OR EQUIPMENT SHALL BE PERMITTED...
BE STORED AT ANY PLACE ON SUBJECT PROPERTY...
PARKING AND STORAGE SHALL NOT APPLY TO...
OF TRUCK AND/OR COMMERCIAL VEHICLES USED FOR...
RY.

LE OR RECREATIONAL EQUIPMENT PARKED IN...
REGULATIONS CONTAINED HEREIN OR IN VIOLATION OF...
RELATIONS NOW OR HEREAFTER ADOPTED BY THE...
FROM, AT THE SOLE EXPENSE OF THE OWNER, OF SUCH...
ONAL EQUIPMENT, IF THE VIOLATION OF SAID...
S FOR A PERIOD OF MORE THAN FORTY-EIGHT (48)...
HOURS ASSOCIATION SHALL NOT BE LIABLE TO THE...
CLE OR RECREATIONAL EQUIPMENT, NOR TO THE...
IRS, FOR TRESPASS, CONVERSION OR OTHERWISE, NOR...
AL OR QUASI CRIMINAL, ACT BY REASON OF SUCH...
ITS REMOVAL OF FAILURE OF THE OWNER TO RECEIVE...
VIOLATION SHALL BE GROUNDS FOR RELIEF OR ANY...
O REMEDY IS IN ADDITION TO ANY OTHER REMEDY...
OWNER AT LAW OR IN EQUITY.

MAINTENANCE OR REPAIR SHALL BE PERFORMED ON ANY...
OF THE SUBJECT PROPERTY, UNLESS...
AGE, EXCEPT IN AN EMERGENCY SITUATION...
FOREGOING, ALL REPAIRS TO DISABLE VEHICLES...
MUST BE COMPLETED WITHIN FORTY-EIGHT (48)...
UTILIZATION OF THE VEHICLE MUST BE REMOVED...
TION SHALL BE ALLOWED TO MAINTAIN AND STORE...
ILES, IF APPLICABLE, ON SPECIFIC AREAS OF THE...
LARY FOR THE OPERATION AND MAINTENANCE OF THE...
HE SUBDIVISION.

ROOM AIR-CONDITIONING UNITS NOR SOLAR...
PERMITTED IF VISIBLE FROM THE STREET.

SHALL BE BROUGHT FROM DESIGNS WITH HOUSE...
LY DISPLAYED.

ARDS WILL BE ALLOWED WITH ROCK GARDEN OR...
PSSING NO MORE THAN 25% OF THE FRONT PLANNING

LAETIC EQUIPMENT, PLAYGROUND EQUIPMENT AND...
ARE NOT PERMITTED IN THE FRONT YARD. ANY FIXED...
MUST BE PLACED BEHIND THE BUILDING LINE AND...
VISIBLE FROM THE STREET.

CARPORTS WILL BE ALLOWED FACING THE STREET...
RTS, MAY BE ON FRONT OF DWELLING IF DOORS OPEN...
DORSE DOORS MUST BE KEPT OPERABLE AND CLOSED...
INTERPRETATION OF GARAGE STRUCTURES WILL BE AT...
THE ARCHITECTURAL COMMITTEE. ONE SET OF...
AY BE SUBMITTED FOR REVIEW IF PURCHASER IS...
CE.

BE INSTALLED WITH THE FINISHED SIDE FINISH OUT...
TAKING A STREET AND MUST BE BEHIND ALL BUILDING...
FEET.

CL CURVE DATA

BY MATTHEW C. CHAMBERS OWNER OF LOT 17 BLOCK A, JOHN...
SURVEYOR'S CERTIFICATE, PLAT AND MAP, AND HEREBY ADOPT SAID...
PLAT AND MAP ON THIS 17 DAY OF March, 2004.

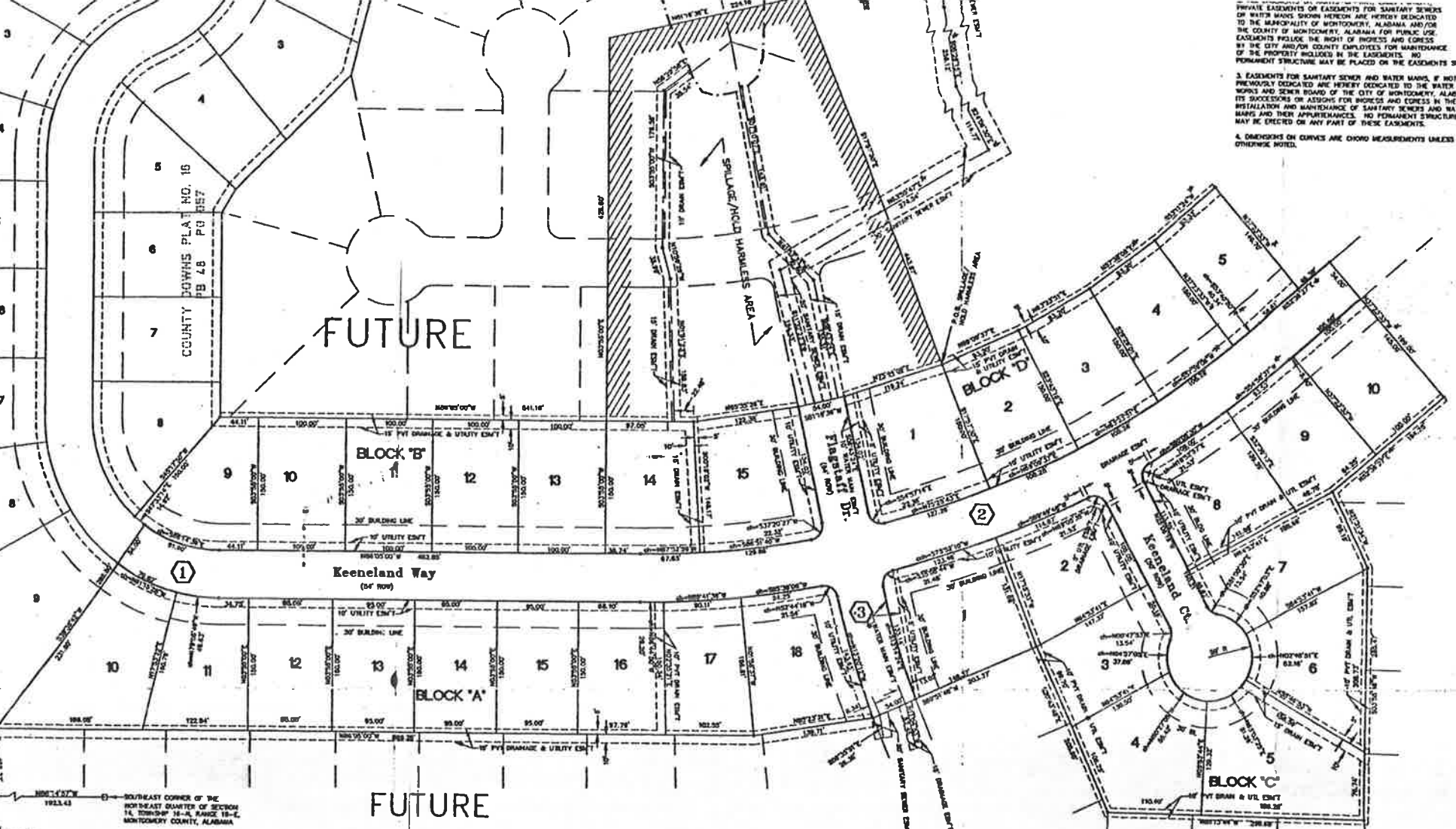
A NOTARY PUBLIC FOR THE STATE OF ALABAMA AT LARGE, HENRY...
C. CHAMBERS, II AND MATTHEW C. CHAMBERS...
ME, ACKNOWLEDGED BEFORE ME ON THIS DAY THAT, BEING...
MINDS OF THIS INSTRUMENT, THEY VOL...
SIGNED THIS INSTRUMENT VOLUNTARILY ON THE DAY THE SAME BEARS DATE.

BY COMMISSION EXPIRES 7-25-05

BY COMMISSION EXPIRES 7-25-05

A NOTARY PUBLIC FOR THE STATE OF ALABAMA AT LARGE, HENRY...
C. CHAMBERS, II AND MATTHEW C. CHAMBERS...
ME, ACKNOWLEDGED BEFORE ME ON THIS DAY THAT, BEING...
MINDS OF THIS INSTRUMENT, THEY VOL...
SIGNED THIS INSTRUMENT VOLUNTARILY ON THE DAY THE SAME BEARS DATE.

BY COMMISSION EXPIRES 7-25-05



STATE OF ALABAMA)
COUNTY OF MONTGOMERY)
SPILLAGE AND HOLD HARMLESS AGREEMENT
For and in consideration of the sum of One Dollar (\$1.00), the receipt and satisfactory execution to hereby...
acknowledged, the undersigned hereby agree to hold harmless the City of Montgomery, a municipal corporation, its...
successors and assigns, from any damages or injuries to physical property or life, human or animal, occurring as a...
result of public surface water discharge, spillage, dumping, or draining onto and across the lands of the owners...
located in the County of Montgomery, State of Alabama, to-wit:

SPILLAGE/HOLD HARMLESS AREA
BEGINNING AT THE NORTHEAST CORNER OF LOT 1, BLOCK "D", RUN ALONG THE NORTH LINE OF SAID LOT 1...
157°44'00" N, 118.24 FEET TO A POINT AT THE NORTHWEST CORNER OF SAID LOT 1, SAID POINT ALSO LYING...
ON THE EAST BOUNDARY OF FLAGSTAFF DRIVE (54' ROW), THENCE RUN ALONG THE END OF SAID FLAGSTAFF DRIVE...
S 87°26'18" E, 34.00 FEET TO A POINT AT ON THE WEST BOUNDARY OF SAID FLAGSTAFF DRIVE, THENCE RUN THE...
FOLLOWING TWO (2) COURSES AND DISTANCES: S80°23'24" E, 122.38 FEET; N88°05'00" S, 87.00 FEET TO A POINT...
SAD POINT LYING AT THE NORTHWEST CORNER OF LOT 14, BLOCK "D"; THENCE RUN THE FOLLOWING THREE (3)...
COURSES AND DISTANCES: N03°55'00" E, 428.40 FEET; N88°18'24" E, 224.18 FEET; S17°37'24" E, 448.82 FEET...
TO THE POINT OF BEGINNING.

SAID DESCRIBED PROPERTY LYING AND BEING SITUATED IN THE NORTHEAST QUARTER OF SECTION 14, TOWNSHIP 18-N, RANGE 18-E...
MONTGOMERY COUNTY, ALABAMA, AND CONTAINING 3.13 ACRES, MORE OR LESS.

The undersigned further agree to protect the said City of Montgomery, its successors and assigns, against any claim...
of damages, compensation or otherwise, on the part of anyone, growing out of or resulting from injury to a person...
occurring as a result of public surface water discharge, spillage, dumping, or draining onto and across the lands of...
the owners of the aforementioned property, and to reimburse or make good any loss, damage, or waste that the...
said City of Montgomery may be in pay of any litigation arising therefrom and herein.

FINN COMPANY, L.P., An Alabama Limited Partnership
BY: John B. Marshall, Jr. John B. Marshall, Jr., General Partner
BY: James B. Marshall, Jr. James B. Marshall, Jr., General Partner

STATE OF ALABAMA)
MONTGOMERY COUNTY)
FINN COMPANY, L.P., A LIMITED PARTNERSHIP IN WHICH JOHN D. MARSHALL, JR. IS ONE PARTNER, AND JAMES B. MARSHALL, JR., AND JOHN B. MARSHALL, JR. CONSTITUTE ALL OF THE GENERAL PARTNERS, HEREBY...
AND SIGN THE FOREGOING SURVEYOR'S CERTIFICATE, PLAT AND MAP AND HEREBY ADOPT SAID...
PLAT, MAP AND RESTRICTIONS ON THIS 27th DAY OF January, 2004.

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

STATE OF ALABAMA)
MONTGOMERY COUNTY)
I, THE UNDERSIGNED, A NOTARY PUBLIC FOR THE STATE OF ALABAMA AT LARGE, HEREBY...
CERTIFY THAT JOHN D. MARSHALL, JR., JAMES B. MARSHALL, JR., AND JOHN B. MARSHALL, JR., WHOSE NAMES AS GENERAL PARTNERS OF FINN COMPANY, L.P., AN ALABAMA LIMITED...
PARTNERSHIP, AND WHO ARE KNOWN TO ME, ACKNOWLEDGED BEFORE ME ON THIS DAY THAT, BEING...
INFORMED OF THE CONTENTS OF THIS INSTRUMENT, THEY AS SAID GENERAL PARTNERS AND WITH...
FULL AUTHORITY EXECUTED THIS INSTRUMENT VOLUNTARILY ON THE DAY THE SAME BEARS DATE...
AS THE ACT OF SAID LIMITED PARTNERSHIP.

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

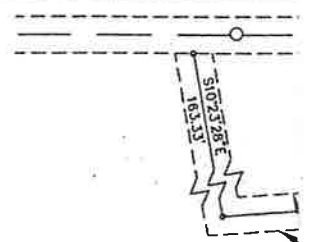
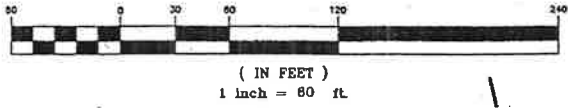
THIS PLAT WAS SUBMITTED TO THE CITY PLANNING COMMISSION OF MONTGOMERY, ALABAMA...
ON AUGUST 14, 2003 AND IS APPROVED ACCORDING TO THE CODE OF ALABAMA, 11-52-22.
BY: Thomas J. Tison, Jr. THOMAS J. TISON, JR., EXECUTIVE SECRETARY

THIS PLAT HAS BEEN SUBMITTED TO AND APPROVED BY THE MONTGOMERY COUNTY...
ENGINEER FOR RECORDING IN THE OFFICE OF THE CLERK OF PROBATE OF...
MONTGOMERY COUNTY, ALABAMA...
DATE OF: 2004, MAR 18 2004

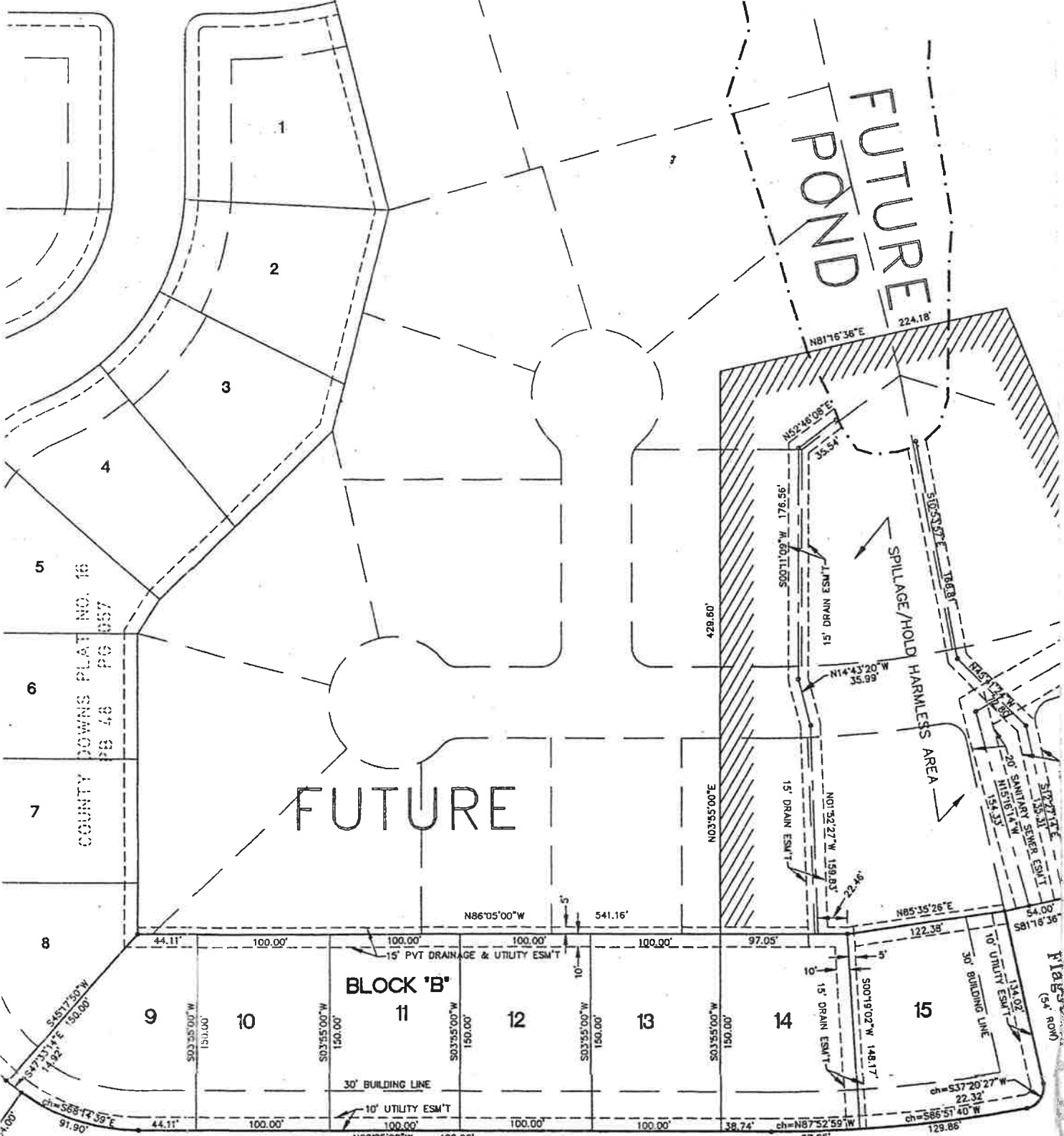
STATE OF ALABAMA)
MONTGOMERY COUNTY)
I, MARTIN E. BLESHKE, A REGISTERED LAND SURVEYOR OF MONTGOMERY, ALABAMA...
HEREBY CERTIFY THAT THE PROPERTY SHOWN ON THIS MAP IS TRUE AND...
CORRECT, THAT ALL CORNERS ARE MARKED WITH IRON PINS OR CONCRETE MONUMENTS...
AND THAT THEY ACTUALLY EXIST.
I HEREBY CERTIFY THAT ALL PARTS OF THIS SURVEY AND DRAWING HAVE BEEN COMPLETED...
IN ACCORDANCE WITH THE REQUIREMENTS OF THE OFFICIAL RECORDING STANDARDS FOR THE...
PRACTICE OF LAND SURVEYING IN THE STATE OF ALABAMA.
ACCORDING TO MY SURVEY THIS 17th DAY OF March, 2004.
BY: Martin E. Bleshke MARTIN E. BLESHKE, REGISTERED LAND SURVEYOR
ALABAMA REG. NO. 14728

STATE OF ALABAMA)
MONTGOMERY COUNTY)
GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS 27th DAY OF January, 2004.
BY: John B. Marshall, Jr. JOHN B. MARSHALL, JR., GENERAL PARTNER
BY: James B. Marshall, Jr. JAMES B. MARSHALL, JR., GENERAL PARTNER

GRAPHIC SCALE



Triple Crown Drive
(54' ROW)



FUTURE

BLOCK 'B'

BLOCK 'A'

FUTURE

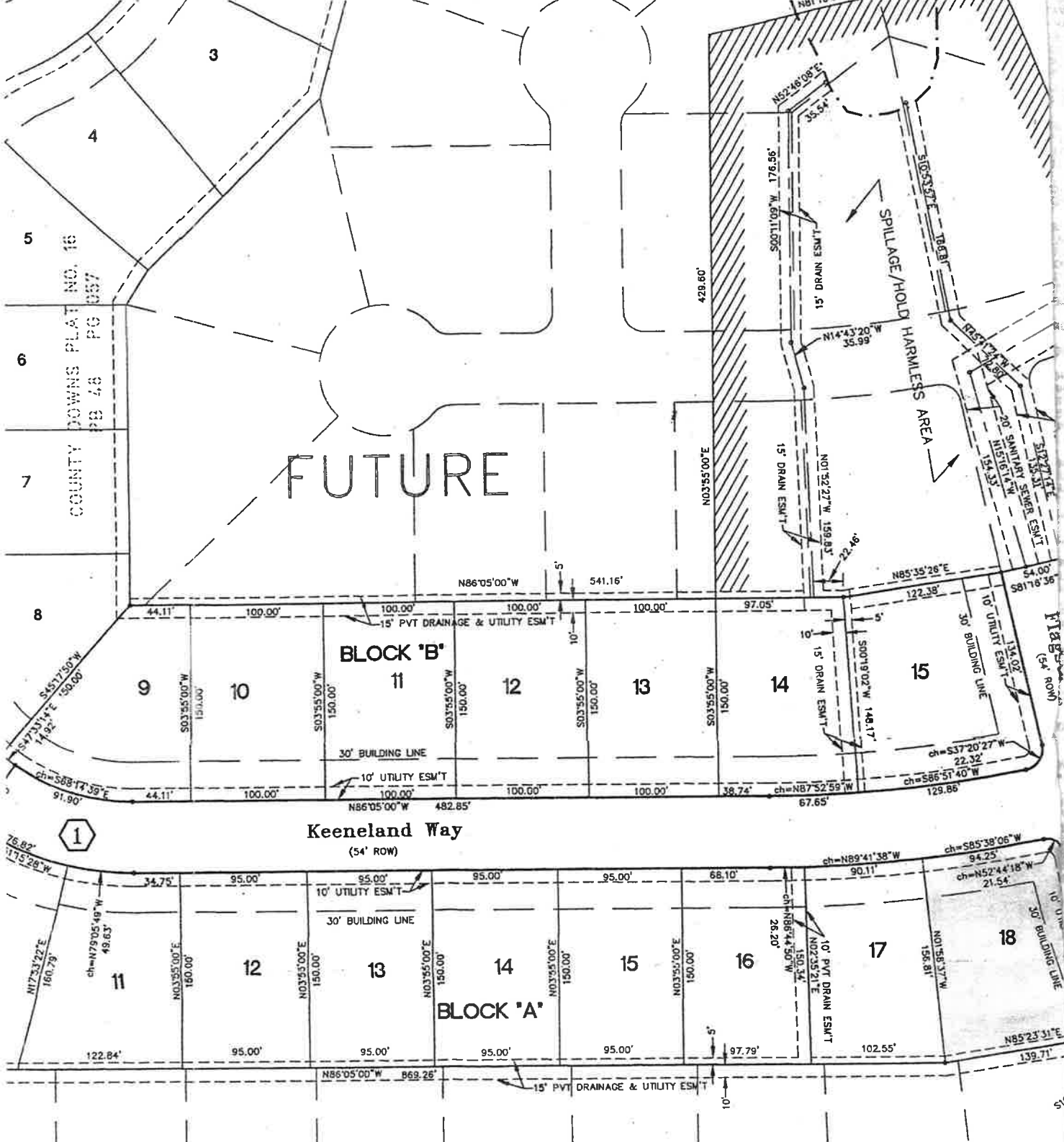
Keeneland Way
(54' ROW)

SOUTHEAST CORNER OF THE
NORTHEAST QUARTER OF SECTION
4, TOWNSHIP 16-N, RANGE 18-E,
MONTGOMERY COUNTY, ALABAMA

ALABAMA)
(MONTGOMERY)

HOLD HARMLESS AGREEMENT
In consideration of the sum of One Dollar (\$1.00), the receipt and sufficiency whereof is hereby
acknowledged by the undersigned herby agree to hold harmless the City of Montgomery, a municipal corporation, its
officers and assigns, from any damages or injuries to physical property or life, human or animal, occurring as a
result of the discharge, spillage, dumping, or draining onto and across the lands of the owners
of the County of Montgomery, State of Alabama, to-wit:

STATE OF ALABAMA)
(MONTGOMERY COUNTY)



NORTHEAST CORNER OF THE
NORTHEAST QUARTER OF SECTION
TOWNSHIP 16-N, RANGE 18-E,
MONTGOMERY COUNTY, ALABAMA

(AMA)
MONTGOMERY)

HOLD HARMLESS AGREEMENT
In consideration of the sum of One Dollar (\$1.00), the receipt and sufficiency whereof is hereby acknowledged by the undersigned, the undersigned hereby agree to hold harmless the City of Montgomery, a municipal corporation, its assigns, from any damages or injuries to physical property or life, human or animal, occurring as a result of surface water discharging, spilling, dumping, or draining onto and across the lands of the owners of the County of Montgomery, State of Alabama, to-wit:

HOLD HARMLESS AREA
THE NORTHEAST CORNER OF LOT 1, BLOCK "D", RUN ALONG THE NORTH LINE OF SAID LOT 1 9.24 FEET TO A POINT AT THE NORTHWEST CORNER OF SAID LOT 1, SAID POINT ALSO LYING WITHIN THE MARGIN OF FLAGSTAFF DRIVE (54' ROW); THENCE RUN ALONG THE END OF SAID FLAGSTAFF DRIVE, 14.00 FEET TO A POINT AT ON THE WEST MARGIN OF SAID FLAGSTAFF DRIVE; THENCE RUN THE FOLLOWING COURSES AND DISTANCES: S85°35'28"W, 122.38 FEET; N86°05'00"W, 97.05 FEET TO A POINT AT THE NORTHWEST CORNER OF LOT 14, BLOCK "B"; THENCE RUN THE FOLLOWING THREE (3) COURSES AND DISTANCES: N03°55'00"E, 429.60 FEET; N81°16'36"E, 224.18 FEET; S17°57'30"E, 443.87 FEET TO BEGINNING.

PROPERTY LYING AND BEING SITUATED IN THE NORTHEAST QUARTER OF SECTION 14, TOWNSHIP 16-N, RANGE 18-E, MONTGOMERY COUNTY, ALABAMA, AND CONTAINING 3.13 ACRES, MORE OR LESS.

I, the undersigned, do hereby agree to protect the said City of Montgomery, its successors and assigns, against any claim for compensation or otherwise, on the part of anyone, growing out of or resulting from injury to a person, property, or result of public surface water discharging, spilling, dumping, or draining onto and across the lands of the undersigned, and to reimburse or make good any loss, damage, or costs that the City of Montgomery, may have to pay of any litigation arises from said injuries.

I 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, until such time that drainage easements are constructed, to the satisfaction of the City of Montgomery, connecting associated drainage easements.

LTD, An Alabama Limited Partnership

By John R. Marshall
John R. Marshall, Jr.
By Nan M. Sims
Nan M. Sims
By John R. Marshall, Jr.
John R. Marshall, Jr.

STATE OF ALABAMA)
MONTGOMERY COUNTY)

FHM COMPANY, LTD., A LIMITED PARTNERSHIP IN WHICH JOHN D. MARSHALL, JR. AND JOHN R. MARSHALL, JR. CONSTITUTE ALL OF THE PARTNERS AND SIGNS THE FOREGOING SURVEYOR'S CERTIFICATE, PLAT AND MAP AND RESTRICTIONS ON THIS THE 27th DAY OF January

FHM COMPANY, LTD.
BY: John D. Marshall JOHN D. MARSHALL, JR., GENERAL PARTNER
BY: Nan M. Sims NAN M. SIMS,

BY: James B. Marshall, Jr. JAMES B. MARSHALL, JR., GENERAL PARTNER
BY: John R. Marshall JOHN R. MARSHALL, JR.

STATE OF ALABAMA)
MONTGOMERY COUNTY)

I, THE UNDERSIGNED, A NOTARY PUBLIC FOR THE STATE OF ALABAMA, CERTIFY THAT JOHN D. MARSHALL, NAN M. SIMS, JAMES B. MARSHALL, JR., MARSHALL, JR., WHOSE NAMES AS GENERAL PARTNERS OF FHM COMPANY, LTD. PARTNERSHIP, AND WHO ARE KNOWN TO ME, ACKNOWLEDGED BEFORE ME AND INFORMED OF THE CONTENTS OF THIS INSTRUMENT, THEY AS SAID GENERAL PARTNERS, FULL AUTHORITY EXECUTED THIS INSTRUMENT VOLUNTARILY ON THE DATE AND PLACE AS SET FORTH ABOVE.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS THE 27th DAY OF January, 2010.
BY: John R. Marshall, Jr.
NOTARY PUBLIC
MY COMMISSION EXPIRES 12/31/2011

