

PROTECTIVE COVENANTS

Note: Though extracted from the Young Farm Plat No. 1, as filed in the Montgomery County Real Property Records, these covenants apply to all homes in our neighborhood. See your Abstract of Title for additional information.

By adoption of this plat, Lowder New Homes, Inc., owner 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 will be binding on all parties and all persons claiming under then for a period of 25 years from the date of the recording of this plat, at which time said covenants shall be automatically extended for successive periods of ten years unless an instrument signed by a majority of the 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 anyone of the other provisions which shall remain in full force and effect.

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 stories in height. This shall not be construed to prevent necessary outbuildings as hereinafter authorized and provided.
3. No residence shall be erected upon or allowed to occupy any lot unless the living area of the main structure, exclusive of open porches, attached garages or carports, is at least 1,400 square feet. In the case of a two story dwelling, the ground floor living area must be at least 800 square feet.
4. No building shall be erected, altered or placed on any lot until the construction plans and specifications and a plan showing the location of the structure have been approved by a member of the Architectural Control Board as to the quality of workmanship and materials and harmony of external design with finished grade elevations. No fence or wall shall be erected or placed on any lot nearer to any street than the minimum setback line unless similarly approved. Approval shall be by the Architectural Control Board which shall consist of Pete Fariior and Jerry E. Wills or any other person or persons James K. Lowder appoints.
5. No building shall be erected 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. For purposes of this covenant, eaves, steps, stoops or entrance platforms, 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 another lot.
6. The declarants reserve for themselves, until such time as the last lot within subject property has been sold, and their heirs and assigns, the right to waive violation of these restrictions, by written instrument, upon their determination that the violation waived is minor, does not adversely affect the value, utility or enjoyment of any other lot in said map and does not constitute a hazard to anyone.
7. The lots shown on this map shall be further subdivided for the purpose of increasing the size of adjacent lots. However, no additional building lots may be created by resubdivision of the lots shown hereon. In the event of any subdivision of the lots shown on this map, the tract so constituted shall be considered as and referred to as one lot for the purpose of these covenants and these covenants shall apply the same as if said tract had been planed as one lot on this map. Should the owner of two adjacent lots

desire to build maintain a dwelling on both lots, the side restriction shall apply to the extreme side line of the combined lots.

8. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the plat. 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.

9. The owner of the lots within said subdivision will not erect or grant to any person, firm or corporation, the right, license or privilege to erect, use or permit the use of overhead wires, poles, or overhead facilities of any kind, for electrical or telephone services of 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 cable.

10. No separate garages or outbuildings of any kind or nature, except garden or ornamental landscape structures, shall be erected or allowed to occupied any lot except that portion of the lot in rear or the residence, and no such building shall be constructed or occupy prior to the construction of the main house except such as may be used in storing tools and materials for the construction of the main house. No metal storage buildings or metal out-buildings of any kind are allowed.

11. No noxious or offensive trade or activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or a nuisance to the neighborhood.

12. No structure of a temporary character (trailer, tent, basement, shack, garage, barn, or other outbuildings) shall be used at any time as a residence either temporarily or permanently.

13. 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 of not more than 5 square feet advertising the property for sale or rent, or signs used by builder to advertise the property during the construction and sales period.

14. Architectural Control: No building shall be erected or placed on any lot until the construction plans and specifications and a plan showing the location of the structure have been approved by the Architectural Control Board as to the quality of workmanship and materials, and harmony of external design with finished grade elevations. No fence or wall shall be erected or placed on any lot nearer to any street than the minimum setback line unless similarly approved. Approval shall be by the Architectural Control Board which shall consist of Pete Farrior and Jerry E. Wills. Two (2) complete sets of building plans and specifications and also plot plans showing exact location of buildings, structures, fence location and materials, drives and parking areas with respect to lot lines, topography and finished grade elevations prior to the commencement of any construction, must be submitted to said Board for written approval. The said Board shall complete its review within six (6) days from the receipt of said plans and specifications. The Architectural Control Board's approval is required in writing. In the event the Board fails to approve or disapprove within ten (10) days after plans and specifications have been submitted to it or, in any event, if no suit to enjoin the construction prior to the completion of same, approval will not be required and the related covenants shall be deemed to have been fully complied with. Said Board's approval shall be indicated by the members' signatures on one copy of the proposed development plans and specifications which, will be returned to proposed builder or owner of lot. One copy of said development plans and specifications will be retained by the Architectural Control Board.

15. 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, tunnels, tanks, mineral excavations or

shafts be permitted upon or in any lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any lot.

16. 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.

17. No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between two (2) and six (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 lines limitations shall apply on any lot with in ten (10) feet from the intersection of the street property line with the edge of a driveway pavement. No tree shall be permitted to remain within such distances or such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

18. These covenants and restrictions touch and benefit the land and shall run with the land and shall be binding on Alabama Power Company and Lowder New Homes, Inc., their respective successors and assigns. Invalidation of any of the foregoing covenants and restrictions shall in no way affect any other provision contained herein.

19. Satellite antenna disks must be approved by the Architectural Control Board as to size and location.

20. There will be a Homeowner's Association which will be identified as the Young Farm Homeowner's Association, Inc., an Alabama non-profit corporation, hereinbefore and after referred to as the "Association", in which the owners of each lot are entitled to participate having one vote per residential lot, and to which the owners of each lot shall be obligated, by ownership of said lot to be a member thereof, and shall be obligated to pay an annual base assessment and any other special assessment that may be assessed by said Association or its governing body. Said Association shall primarily be responsible for the installation and maintenance of areas of common responsibility (common areas) within areas of the overall subdivision, known as Young Farm (which areas may include areas outside the lots in this plat), and the operation of the Homeowner's Association and may provide insurance protection and/or other protections or guarantees to the Association in general and to the individual lot owners within the subdivision. This paragraph in this plat document is intended to merely be a general description of the existence of the Association to the lot owners, their heirs and assigns, and their obligations with relation thereto. Further, more specific and detailed terms, provisions, operation procedures, assessment responsibilities, and other terms and provisions relating to said Association will be more specifically and fully set out in a separate document which will be identified as the "Articles of Incorporation of Young Farm Homeowner's Association, Inc" and the "By-Laws of Young Farm Homeowner's Association, Inc."

21. In addition to any other terms and provisions to the Articles of Incorporation and/or By-Laws or the Young Farm Homeowner's Association, Inc., each lot owner shall be liable for a proportionate share of the expenses of the Association and particularly those which are incurred in the maintenance and repair of all common areas within areas of the overall subdivision, known as Young Farm (which areas may include areas outside the lots in this plat). The Association, through its Board, will set the appropriate amount of said assessment and will establish the due date or dates for same. Any assessment not paid within thirty (30) days after the due date shall bear interest at the rate of ten percent (10%) per annum from the due date until the date when paid. All payments upon said assessment account shall be first applied to interest and then to the assessment payment first due. The association is hereby granted a lien upon each lot and its appurtenances and its undivided interest in the Association, which lien shall

secure and does secure the monies due for all assessments now or hereafter levied or subject to be levied against the owner of each lot, and shall also secure interest, if any, which may be due on the account of any delinquent assessment, and which lien shall also secure all costs and expenses, including a reasonable attorney's fee which may be incurred by the Association in enforcing this lien. Said lien being prior to all other liens except only tax liens in favor of the United States, State, County or municipality and shall cover all sums unpaid and due for dues or assessment, whether in the form of a general assessment or a special assessment. No lot owner or owners may escape or avoid responsibility for dues or assessments by his or her waiver of the use of or enjoyment of any of the common elements or by the abandonment or non-use of his or her lot, or by any other means.

22. Each lot owner acknowledges and agrees the Association shall indemnify every officer, director and committee member of the Association against any and all expenses, including trial and appellate attorney's fees and costs, reasonably incurred by or imposed upon any officer, director or committee member in connection with any action, suit or other proceeding; to which he or she may be a party, by reason of being or having been an officer or director or committee member of the Association. The officers and directors shall not be liable for any mistake of judgment, negligent or otherwise, except for their own individual willful malfeasance, misconduct or bad faith, with regard to the business of the Association. The officers and directors shall have no personal liability with respect to any contract or other commitment made by them, in good faith, on behalf of the Association, except to the extent that they are members of the Association, and the Association shall indemnify and forever hold each of said officers and directors free and harmless against any and all liability to others on account of any such contract or commitment. Any right of indemnification provided for herein shall not be exclusive of any other rights to which any officer or director, or former officer or director, may be entitled. The Association may, as a part of the common expense, maintain adequate general liability insurance, and officers and directors liability insurance to fund this obligation, if such insurance is reasonably available and felt to be appropriate by the Association.