

## Protective Covenants

for

### Lochshire Plat No. 3

By adoption of this plat, Merry Corner, L.L.C. (hereinafter called the developer); owner of all the lots embraced herein, hereby adopts the following protective covenants and imposes them upon the property comprising the said plat and upon each lot herein. Enforcement shall be by proceedings at law or in equity against the persons violating or attempting to violate any covenant. Either to restrain violation or to recover damages. Invalidation of any one of these covenants by judgment or court order shall in no way affect any of the other provisions which shall remain in full force and effect.

Whereas, developer has deemed it desirable, for the efficient preservation of the values and amenities in said development, to create a committee to which should be delegated and assigned the powers of administering and enforcing the covenants and restrictions hereinafter created; and

Whereas, developer has established an Architectural Control Committee for the purpose of exercising the aforesaid functions; such Committee to be comprised of the developer or his representative and not less than two (2) or more than four (4) representatives as appointed by the developer.

Whereas, a homeowner' association has been established with its purpose being maintenance of the beautification easement, fencing, and other common facilities as specified in the homeowners' association document. All lot owners will be members of the Lochshire Homeowners' Association.

No lot shall be used except for residential purposes.

No buildings 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 outbuilding as hereinafter authorized and provided.

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, meets the following requirements:

- Lots 32 & 33 Block A; Lots 52-63 Block B; Lots 64-67 Block G; & Lots 81-91 Block C shall be a minimum of 1,750 sq. ft. heated & cooled or 2,200 sq. ft. under roof.
- Lots 20-31 Block A; Lots 92-93 Block C & Lots 165-172 Block G shall be a minimum of 2,400 sq. ft. heated & cooled.

**Building Setback.** No building shall be closer to right of way lines than as shown on plat. Nor closer than 10' (ten feet) to any side lot line. Nor closer than 25' (twenty five feet) to any rear lot line.

**Subdivided Lots.** No lot or lots shall be subdivided or re-platted without the approval of the owner thereof and written approval of the developer.

**Utility Easements.** Developer reserves the right to establish, grant, and utilize easements as necessary to supply electricity, phone, water, and/or other services needed in conjunction with development of residential lots.

**Unightly Conditions.** It shall be the responsibility of each lot owner to prevent the development of any unclean, unsightly, or un-kept conditions of buildings or grounds on his respective lot which shall tend to substantially decrease the beauty of the neighborhood as a whole or specific area.

No sign of any kind shall be displayed to the public view on any lot except one professional sign of not more than one (1) square foot, one sign of not more than five (5) square feet advertising the property for sale, or signs used by a builder to advertise the property during the construction and sales period.

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

No old drilling or 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.

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 purposes.

**Plans, Specifications, and Siting or Buildings.** No building, fence, wall, or other structure shall be commenced, erected, or maintained upon the properties, nor shall any exterior addition to or change or alterations therein be made until the construction schedule, plans, and specifications showing the nature, kind, shape, color, height, materials, and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Architectural Control Committee.

Wherever herein the term developer is used, it shall apply to Merry Corner, L.L.C., its successors and assigns.

Additions and Alterations. Owners may make improvements to property by the addition of outbuildings, storage buildings, garages, or other supportive structures only with prior written approval of the Committee. Owners shall have the right to renovate principle structures only with the prior written approval of the Committee.

Antennas. All external antennas, satellite dishes, or similar structures are to be approved in writing by the Committee as to size, location, and visibility.

Enforcement. Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant, either to restrain violation or to recover damages.

Trees. No tree measuring six (6) inches or more in diameter at ground level may be removed without the prior written approval of the Architectural Control Committee, unless said tree is located within ten (10) feet of the main dwelling unit or accessory building or within ten (10) feet of the approved site for such building. No trees will be removed from beautification easements without prior written approval of the Architectural Control Committee.

Furthermore, the developer reserves the right to approve or disapprove aesthetic changes to the exterior or any property including, but not limited to, mail boxes, paint colors, yard structures, or any change or addition which may be deemed detrimental to the conformity of the plat while developing lots in the Lochshire development.

No boat, boat trailers, house trailer, horse trailers, trailer, camper, motor home, or any similar items shall be stored on or at any lot for a period of time in excess of twenty four (24) hours unless housed in a carport or garage, or parked beyond the building setback line and otherwise screened so that it cannot be seen from adjacent and surrounding property.

No maintenance or repairs shall be performed on any vehicles upon any portion of the property unless performed in a garage or in an area beyond the building setback line except in an emergency situation. Notwithstanding the foregoing, all repairs to disabled vehicles not housed in a garage or parked beyond the building setback line much be completed within twenty four (24) hours from its immobilization or the vehicle must be removed.

This plat is subject to the Articles of Incorporation of the Lochshire Homeowners' Association, Inc., to be recorded in the office of the Judge of Probate, Montgomery County, Alabama

Mailbox design to be established by the Architectural Control Committee.

Prohibited Uses. Swimming in any lake, pond, or body of water is prohibited. No persons shall do any of the following on any part of the common area: (a) no boats of any kind will be allowed on any lake, pone, or body of water; (b) fishing shall be allowed only with the approval of the homeowners'

association. No one under the age of sixteen (16) shall be allowed to fish unless accompanied by an adult; (c) no running of animals is allowed except when on a leash; (d) no lighting of any fires will be allowed except in designated picnic area; (e) no one shall fell any trees or injure or damage any landscaping; (f) no one shall interfere with any drainage, utility, or other access easements; (g) no one will be allowed to build any structures, recreational, or other common facilities other than those approved by the Architectural Control Committee; (h) no one shall discharge any liquid or material other than natural drainage into any lake, pond or water course; (i) no one shall alter or obstruct any lakes, ponds or water courses; or (j) no one shall interfere with any water control structures or apparatus. Nor shall any person violate rules and regulations that may be established by the association governing the use of the common areas.

Waterfront areas and waterways. Any lot which shall abut upon any lake, stream, pond, or other waterway shall be subject to the following additional restrictions:

- No pier, dock or other structure or obstruction shall be built or maintained upon any body of water or upon any waterway on the property or adjacent thereto except with the specific written approval of the Architectural Control Committee.
- Except with the prior written approval of the association or Architectural Control Committee, no device may be constructed or installed upon any lot which shall in any way alter the course of or natural boundaries of any waterway or which shall involve or result in the removal of water from any waterway.
- The owner of each lot abutting the water's edge shall release, discharge, hold harmless, and indemnify the association, the developer, and the county and/or city of Montgomery, Alabama, a municipal corporation, from any and all claims, causes of action, debt or damage sustained by owner or existing in owner's favor, to owner, owner's property, and property rights heretofore or hereafter to be sustained or accrue by reason or account of the operation and maintenance of said common areas and/or bodies of water
- These covenants are to run with the land and shall be binding on all parties and persons claiming under them for a period of fifteen (15) years from the date of the recording of the plat, after which time said covenants shall be automatically extended for successive persons of ten (10) years unless any instrument signed by a majority of then owners of the lots has been recorded agreeing to change said covenants in whole or in part. Notwithstanding the above, Merry Corner, L.L.C., reserves the right to amend this plat and/or these covenants and restrictions by instrument in

writing, without the consent of the other property owners so long as Merry Corner, L.L.C., own any lots in this plat.

**Notes:**

All utility, private drainage, private access, common areas and beautification easements shown hereon are for the use of the utility which may require them. For surface drainage as needed and to provide ingress and egress to the platted lots. These easements include the rights of ingress and egress for maintenance of the property. Facilities and apparatus included therein. Installation and maintenance of property in these easements is not now and never shall be the responsibility of the city or county of Montgomery, Alabama.

All easements or rights of way, except utility, private drainage, private access, common areas and beautification easements shown on the plat are hereby dedicated to the city and/or county of Montgomery, Alabama for public use. Easements include the rights of ingress and egress by city and county employees for maintenance of the property included in the easements. No permanent structure may be placed on any easement shown.

Easements for sanitary sewer and water mains, if not previously dedicated, are hereby dedicated to the water works and sanitary sewer board of the city of Montgomery, Alabama, its successors and assigns for ingress and egress in the installation or maintenance of sanitary sewer and water lines and their appurtenances.

Streets shown hereon, if not previously dedicated, are hereby tendered for dedication to public use.

No permanent structure may be placed or erected over any part of any easement.

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State of Alabama Montgomery County filed on 2004 Jun 17 Judge Reese McKinney, Jr., Judge of Probate