

ARTICLES OF INCORPORATION
OF
THE LOCHSHIRE HOMEOWNERS ASSOCIATION, INC.
A NON-PROFIT CORPORATION

THE STATE OF ALABAMA)
COUNTY OF MONTGOMERY)

The undersigned, desiring to form a corporation under the laws of Alabama, "The Alabama Non-Profit Corporation Act", Code of Alabama 1975, as amended, Title 10, Chapter 3A et. seq., do certify as follows:

1. The name of said corporation shall be THE LOCHSHIRE HOMEOWNERS ASSOCIATION, INC., hereinafter referred to as "Corporation" and/or "Association".

2. The objectives and purposes of said Corporation shall be to promote and develop the common good and social welfare of the owners of lots and/or homes within The Lochshire Development ("The Subdivision") as said Plats are recorded in the Office of the Judge of Probate of Montgomery County, Alabama. The corporation shall also have the following specific objects and purposes as follows:

(a). Street lights shall be maintained by the Corporation and utilities for said street lights shall be paid by the Corporation.

(b). The corporation may assess and collect funds and may pay for common expenses out of such funds as are appropriate.

(c). In addition to the enforcement of the **covenants and restrictions** concerning use, occupancy and transfer of said lots described in said "Subdivision", all easements and restrictions as provided in said plat are hereby incorporated by reference, the association may adopt, distribute, amend and enforce reasonable rules governing the administration and management of the Subdivision and the use of the common areas.

(d). The association may purchase lots in the Subdivision, and otherwise acquire, hold, lease, mortgage and convey the same. It may also lease or license the use of the common areas in a manner not inconsistent with the rights of owners.

(e). The association may acquire or enter into agreements whereby it acquires personal property, real property, leaseholds, memberships, units or other possessory or use interest in lands, facilities, services or utilities.

(f). The association may enter into agreements by which its powers and responsibilities or some of them may be exercised or performed by some other person or persons.

In furtherance of the above purposes, the corporation has the following general powers:

A. To solicit, collect, receive, acquire, hold and invest money and property, both real and personal, tangible and intangible, including money and property received by gift, contribution, bequest, or devise; to sell and convert property both real and personal, into cash and to use the funds of this corporation and the proceeds, income, rents, issues, and profits derived from any property of this Corporation for any of the purposes for which the Corporation is formed;

B. To purchase, acquire, hold, sell, lease (either as Lessor or Lessee) assign, transfer, dispose of, mortgage, pledge, hypothecate, or encumber any real or personal property, and to deal in shares, bonds, notes, debentures or other securities or evidences of indebtedness or of any person, firm, corporation or association, including the Corporation, and while the owner or holder of them, to exercise all rights, powers, and privileges of ownership;

C. To enter into, make, perform, and carry out contracts of every kind for any lawful purposes without limit or amount, with any person, firm, association or corporation, municipality, county, parish, state, territory government, or other municipal or governmental subdivision;

D. Borrow money, incur indebtedness, and to secure repayment by mortgage, pledge, deed of trust, or other hypothecation of property, both real and personal;

E. To refuse, or accept any bequest, devise, grant, gift, for any of its objects, and purposes, and property, both real and personal, of whatever kind, nature or description or wherever situated;

F. To invest and reinvest its funds in such stock, common or preferred, bonds, debentures, mortgage, or in such other securities and property as its Board of Directors shall deem advisable, subject to the limitations and conditions contained in any bequest, devise, grant or gift, provided such limitations and conditions are not in conflict with the provisions of Section 501 (c) (6) of the Internal Revenue Code and Regulations thereunder as they now exist or as they may hereafter be amended, and

G. The Corporation shall have the power and may indemnify any director or officer or former director or officer of the corporation, any person who may have served at its request as a director or officer of another corporation, whether for profit or not for profit, against expenses actually and necessarily incurred by such person in connection with the defense of any action, suit or proceeding in which such person is made a party by reason of having been such director or officer, except in relation to such matters as to which he or she shall be adjudged in such action, suit or proceeding to be liable for negligence or misconduct in the performance of such duty, such indemnification shall not be deemed exclusive of any other rights to which such director, officer or person may be or become entitled to under any bylaws, agreement, vote of the board of directors or members, or otherwise;

H. The corporation shall also have as its objects and purposes and have within its powers generally to do and perform any and all things that may be incidental to or necessary or proper to the conduct of any or all of the objects and purposes mentioned in subparagraphs A through G above, as well as any other objects or purposes not prohibited by law, with full power to do and perform any and all of said objects, purposes, and powers.

3. The above objects and purposes and the above powers granted are hereby limited as follows:

A. Any income received by the corporation shall be applied only to the nonprofit purposes and objectives of the corporation as set forth above, and no part hereof, during membership or upon termination of membership, shall insure to the benefit of any private member or individual.

B. The corporation shall not engage in any transaction prohibited by Section 501 (c)(6) of the United States Internal Revenue Code as now enacted or as hereafter amended, or the Alabama Nonprofit Corporation Act, or other applicable laws.

C. The corporation shall not apply accumulation of income in any manner which may subject it to denial of exemptions as provided by Section 501 (c) (6) of the United States Internal Revenue Code as now enacted or as hereafter amended, and shall be applied exclusively for the purpose as set forth above.

D. No part of the activities of the corporation shall be carrying on propaganda, or otherwise attempting to influence legislation, or participating in or intervening, (including the publication and distribution of statements) in any political campaign on behalf of any candidate for public office.

E. If, at any time, the corporation shall cease to carry out the purposes herein stated, all assets and property held by it, whether in trust or otherwise, shall after the payment of its liabilities, be paid over to an organization which itself has similar purposes and has established an appropriate tax exempt status under Section 501 (c)(6) of the United States Internal Revenue Code as now enacted or as hereafter amended, and shall be applied exclusively for the purposes set forth above.

F. The corporation shall not serve as advertising or rental agent for the owners in the ordinary course of its business.

G. In the event the corporation is deemed to be a private foundation according to the provisions of the internal Revenue Code of 1986 and the Regulations thereunder, as amended, the corporation shall be subject to the following provisions:

(a). The corporation shall distribute its income for each taxable year at such time and in such manner as not to become subject to the tax or undistributed income imposed by Section 4942 of the Internal Revenue Code of 1986, or corresponding provisions of any subsequent Federal tax laws.

(b). The corporation shall not engage in any act of self-dealing as defined in Section 4941 (d) of the Internal Revenue Code of 1986, or corresponding provisions of any subsequent Federal tax laws.

(c). The corporation shall not retain any business holding as defined in Section 4943(c) of the Internal Revenue Code of 1986, or corresponding provisions of any subsequent Federal tax laws.

(d). The corporation shall not make any investments in such manner as to subject it to tax under Section 4944 of the Internal Revenue Code of 1986, or any corresponding provisions of any subsequent Federal tax laws.

(e). The corporation shall not make any taxable expenditures as defined in Section 4945 (d) of the Internal Revenue Code of 1986, or any corresponding provisions of any subsequent Federal tax laws.

4. The location and principal place of business of said corporation shall be 2531-B Bell Road, Montgomery, Alabama, 36117, P. O. Box 230746, Montgomery, Alabama, 36123.

5. The period of duration of said corporation shall be perpetual.

6. The names and address of the incorporator is Michael H. Jones, 2531-B Bell Road, Montgomery, AL 36117.

7. A. The business and affairs of said corporation shall be under the management and control of the Board of Directors consisting of not less than three (3) nor more than five (5) individuals which may or may not be the same as the officers of the corporation.

B. The initial Board of Directors shall be as follows:

1. Michael H. Jones, Director.
2. Jeff Bond, Director.
3. Mark Dauber, Director.

C. There is no restriction or prohibition against the same person holding more than one office in said corporation except that the office of the President and Secretary or President and Treasurer or President and Secretary/Treasurer cannot be held by the same person.

Additional officers, agents or representatives of the corporation shall be elected and/or appointed by the Board of Directors as set forth in the corporation's bylaws.

8. A. The Corporation shall be a membership corporation within the meaning of the "Alabama Non-Profit Corporation Act."

B. There shall be one unit of membership for each of the developed lots in the "Subdivision". Each unit shall have one vote in the corporation, regardless of the number of owners of said unit. A deed to one of the developed lots in the "Subdivision" from any other person or entity holding thereunder shall be conclusive evidence of membership in the corporation and shall -serve as a certificate of membership therein.

C. Merry Corner, LLC (the "Developer") shall contribute financial support and on site maintenance until such time as either seventy five (75%) percent of the lots in the Subdivision have been purchased or the association becomes self-sustaining from its dues paid or other financial resources whichever occurs first. "Developer" shall, whenever possible, be reimbursed for costs expended during this interim.

D. Undeveloped lots, regardless of numbers shall provide one vote for each lot thereof until developed. The term "undeveloped" shall mean a lot without a dwelling located thereon or if a dwelling is located thereon but does not have a certificate of occupancy issued. A "developed lot" shall mean a lot containing a dwelling which a certificate of occupancy has been issued.

E. Voting rights, voting procedures, and procedures for voting by proxy or through a nominee shall be as set forth in the bylaws of the corporation.

9. The bylaws of the corporation shall be adopted by the Board of Directors, the bylaws can be amended or altered according to the provisions set forth in the bylaws.

10. These Articles of Incorporation may be amended by the votes representing seventy five (75%) percent of the ownership of the lots, both undeveloped and developed of the "Subdivision", cast in person or by proxy at a meeting duly held in accordance with the provisions of the bylaws of the corporation. The notice of any meeting at which an amendment of these articles is proposed shall be in writing and shall include specific notice of the nature and terms of the proposed amendment. All amendments shall become effective only upon being duly recorded in the Office of the Judge of Probate of Montgomery County, Alabama.

11. In the event the dissolution of the Corporation or the winding up of its affairs, whether voluntarily or involuntarily, the residual assets of the Corporation, after all debts have been satisfied, then remaining in the hands of the Board of Directors, shall be distributed, transferred, conveyed, delivered, and paid over, in such amounts as the Board of Directors may determine or may be determined by a Court of competent jurisdiction upon application of the Board of Directors, exclusively to one or more organizations which are themselves exempt as organizations described in Section 501 (c)(6) and 170 (c)(2) of the Internal Revenue Code of 1986 or corresponding sections of any prior or future law or to the Federal, State or local governments.

12. The location and mailing address of the corporation's initial registered office is 2531-B Bell Road, Montgomery, Alabama, 36117, and the name of the corporation's initial registered agent at such address is Michael H. Jones.

13. In the event of actual or apparent conflict between the provisions of these Articles of Incorporation, the Bylaws of this Corporation, the provisions of the Articles of Incorporation shall be controlling.

IN WITNESS WHEREOF, the undersigned have hereunto set their hands and seals this the 25 day of JUNE, 2003.

Michael H. Jones
Michael H. Jones

THE STATE OF ALABAMA)
COUNTY OF MONTGOMERY)

I, the undersigned authority, a Notary Public in and for said State and County, hereby certify that Michael H. Jones who is known to me and whose name is signed as incorporator to the foregoing instrument acknowledged before me on this day, that being informed of the contents of the this instrument, executed the same voluntarily as and for his act and stated that the information contained in the above and foregoing is true and correct to the best of his knowledge, belief and information.

SWORN TO and SUBSCRIBED before me on this the 25th day of JUNE, 2003.

Kathryn W. Gregory
Notary Public
My Commission Expires: 9-14-04

State of Alabama Montgomery Co
I Certify This Document
was filed on
6/27/03 11:19:06 AM Abstract# 28657
Reese McKinney, Jr.
Judge of Probate

Non Profit Corporation	\$ 30.00
1 Index Fee	\$5.00
6 \$0.00per page fee	\$0.00
1 Recording Fee	\$25.00

THE LOCHSHIRE HOMEOWNERS ASSOCIATION, INC.
AN ALABAMA NON-PROFIT CORPORATION BYLAWS

STATE OF ALABAMA

COUNTY OF MONTGOMERY

ARTICLE I

SECTION 1: The name of the corporation is: The Lochshire Homeowners Association, Inc.

SECTION 2: The principal office of the Homeowners Association shall be located in the City of Montgomery, Montgomery County, Alabama.

SECTION 3: The registered office of the corporation, required by the Alabama Business Non-Profit Corporation Act to be maintained in the State of Alabama may be, but need not be, identical with the principal office in the State of Alabama, and the address of the registered office may be changed from time to time by the Board of Directors.

ARTICLE II

Membership in the Corporation shall be limited to owners of lots included in The Development, (the "Subdivision") as the Plat(s) of the Subdivision appears of record in the Office of the Judge of Probate of Montgomery County, Alabama.

ARTICLE III

SECTION 1: The annual meeting of the membership shall be held on the first day of October of each year at the principal office of the corporation or such other location as designated by the Board of Directors in Montgomery County, Alabama, provided however, that whenever such day shall fall upon a Sunday or legal holiday, the meeting

shall be held on the next succeeding business day, or at such other time on such other day within such month as shall be fixed by the Board of Directors. At such meeting, the membership shall elect directors to serve for three (3) years terms; and shall transact such other business as may come before the meeting. If the election of directors shall not be held on the day designated herein for any annual meeting of the members, or at any adjournment thereof, the Board of Directors shall cause the election to be held at a special meeting of the membership as soon thereafter as conveniently may be.

SECTION 2: A special meeting of the membership, for any purpose or purposes, unless otherwise proscribed by statute, may be called for any place or time by the President, and in his absence by the Vice President, or by the Directors, and such special meetings shall be held at a designated location within Montgomery County, Alabama, so long as such place be specified in the call for such meeting. It shall be the duty of the Directors, President, or Vice President, as the case might be, to call such a meeting whenever so requested by the members holding at least ten (10%) percent of the units entitled to vote at said meeting. If no designation is made, or if a special meeting be otherwise called, the place of the meeting shall be the principal office of the corporation in Montgomery County, Alabama.

SECTION 3: Notice of the time and place of all annual and special meetings of the membership shall be mailed by the Secretary to each member to the respective addresses of said members as shown on the records of the corporation, and in the case of special meetings, unless otherwise prescribed by statute, be delivered not less than ten (10) or more than fifty (50) days before the date of the meeting, either personally or by mail, or by or at the direction of the President, or the Secretary, or the officer or other person calling the meeting, to each member of record entitled to vote at such meeting; in the case of special meetings, the written notice shall also state the purpose or purposes for which the meeting is called. If mailed, such notice shall be deemed to be delivered when deposited in the United States Mail, addressed to the member at his address as it appears on the membership books for the corporation, with postage thereon prepaid.

SECTION 4: For the purpose of determining members entitled to notice of or to vote at any meeting of members or any adjournment thereof, or in order to make a determination of membership for any other proper purpose, the Board of Directors of the corporation may provide that the membership books shall be closed for a stated period but not to exceed, in any case, Thirty days (30). If the membership transfer books shall be closed for the purpose of determining members entitled to notice of or to vote at a meeting of membership, such books shall be closed for at least ten (10) days immediately preceding such meeting. In lieu of closing the membership books, the Board of Directors may fix in advance a date as the record date for any such determination of membership, such date in any case to be not more than thirty (30) days and, in case of a meeting of members, not less than ten (10) days prior to the date on which the particular action, requiring such determination of members, is to be taken. When a determination of members entitled to vote at any meeting of the members has been made as provided in this Section, such determination shall apply to any adjournment thereof except where the determination has been made through the closing of the membership books and the stated period of closing has expired.

SECTION 5: The officer or agent having charge of the membership books of the corporation shall make, at least ten (10) days before each meeting of the members, a complete list of the members entitled to vote at each meeting of the members or any adjournment thereof, arranged in alphabetical order, with the member's address. For a period of ten (10) days prior to any meeting of the members, such list shall be kept by the secretary of the corporation and shall be subject to inspection by any member making written request therefor at anytime during usual business hours. The list shall also be produced and kept open at the time and place of the meeting and shall be subject to the inspection of any member during the whole time of the meeting.

SECTION 6: Members of the Board of Directors may participate in any meeting of such Board by means of a conference telephone or similar communications equipment by means of which all persons participating in the meeting can hear each other

at the same time and participation by such means shall constitute presence in person at a meeting.

SECTION 7: Notice of any special meeting shall be given at least two (2) days previously thereto by written notice delivered personally or mailed to each director at his business address, or by telegram. If mailed, such notice shall be deemed delivered when deposited in the United States Mail, so addressed, with postage thereon prepaid. If notice is given by telegram, such notice shall be deemed delivered when the telegram is delivered to the telegraph company. Any director may waive notice of any meeting. The attendance

SECTION 8: A majority of the number of directors shall constitute a quorum for the transaction of the business at any meeting of the Board of Directors, but if less than such majority is present at a meeting, a majority of the directors present may adjourn the meeting from time to time without further notice. If a quorum is present when the meeting is convened, the directors present may continue to do business, taking action by a vote of a majority of a quorum, until adjournment, notwithstanding the withdrawal of enough directors to leave less than a quorum present, or at the refusal of any director present to vote.

SECTION 9: The act of the majority of the Directors present at a meeting at which a quorum is present shall be the act of the Board of Directors.

SECTION 10: Any action required or permitted to be taken by the Board of Directors at a meeting, may be taken without a meeting if a consent in writing, setting forth the action so taken, shall be signed by all of the directors.

SECTION 11: Any vacancy occurring in the Board of Directors may be filled by the affirmative vote of a majority of the remaining directors, though less than a quorum of the Board of Directors. A director elected to fill a vacancy shall be elected to serve until

the next annual meeting of the members. Any directorship to be filled by reason of an increase in the number of directors shall be filled by election at an annual meeting or at a special meeting of the members called for that purpose.

SECTION 12: By resolution of the Board of Directors, each director may be paid his actual expenses, if any, of attendance at each meeting of the Board of Directors, and may be paid a stated salary as director or a fixed sum for attendance at each meeting of the Board of Directors or both. No such payment shall preclude any director from serving the corporation in any other capacity and receiving compensation therefore.

ARTICLE V

SECTION 1: The officers of the corporation shall be a President, a Vice President, and a Secretary/Treasurer, all of whom shall be elected by the Board of Directors. Such other officers and assistant officers as may be deemed necessary may be elected or appointed by the Board of Directors. Any two or more offices may be held by the same person, except as otherwise provided in the Articles of Incorporation.

SECTION 2: The officers of the corporation to be elected by the Board of Directors shall be elected annually by the Board of Directors at the first meeting of the Board of Directors held after each annual meeting of the members. If the election of officers shall not be held at such meeting, such election shall be held as soon thereafter as conveniently may be. Each officer shall hold office until his successor shall have been duly elected and shall have qualified or until his death or until he shall resign or shall have been removed in the manner hereinafter provided.

SECTION 3: Any officer may be removed by a majority vote of the Board of Directors whenever in its judgment the best interest of the corporation will be served thereby.

SECTION 4: A vacancy in any office because of death; resignation, removal, disqualification or otherwise, may be filled by the Board of Directors for the unexpired portion of the term.

SECTION 5: The President shall be the principal executive officer of the Corporation and, subject to the control of the Board of Directors, shall in general supervise and control all of the business and affairs of the Corporation. He shall, when present, preside at all meetings of the members and of the Board of Directors. He may sign, with the Secretary or any other proper officer of the Corporation thereunto authorized by the Board of Directors, deeds, mortgages, bonds, contracts, or other instruments which the Board of Directors has authorized to be executed, except in cases where the signing and execution thereof shall be expressly delegated by the Board of Directors or by these Bylaws to some other officer or agent of the corporation, or shall be required by law to be otherwise signed or executed; and in general shall perform all duties incident to the office of President and such other duties as may be prescribed by the Board of Directors from time to time.

SECTION 6: In the absence of the President or in the event of his death, inability or refusal to act, the Vice President (or in the event there be more than one Vice President, the Vice Presidents in the order designated at the time of their election, or in the absence of any designation, then in the order of election) shall perform the duties of the President, and when so acting, shall have all the powers of and be subject to all the restrictions of the President. Any Vice President may sign, with the Secretary or any other proper officer of the corporation thereunto authorized by the Board of Directors, certificates for units of membership in the corporation; and shall perform such other duties as from time to time may be assigned to him by the President or by the Board of Directors.

SECTION 7: The Secretary shall: (a) keep the minutes of the proceedings of the members and of the Board Of Directors in one or more books provided for that purpose; (b) see that all notices are duly given in accordance with the provisions of these

Bylaws or as required by law; (c) be custodian of the corporate records and of the seal of the corporation and to affix the seal of the corporation to all documents requiring the same; (d) keep a register of the post office address of each member which shall be furnished to the Secretary by such member; (e) sign with the President, any Vice-President, or the Treasurer, certificates for units of the corporation, the issuance of which shall have been authorized by resolution of the Board of Directors; (f) have general charge of the membership books of the corporation; and (g) in general perform all duties incident to the office of secretary and such other duties as time to time may be assigned to him by the President or by the Board of Directors.

SECTION 8: The Treasurer shall perform all such duties as are normally incident to the office of Treasurer and there is no restriction against the same person holding both the office of Secretary and Treasurer at the same time.

ARTICLE VI

SECTION 1: The Board of Directors may authorize any officer or officers, agent or agents, to enter into any contract or execute and deliver any instrument in the name of and on behalf of the corporation, and such authority may be general or confined to specific instances.

SECTION 2: No loans shall be contracted on behalf of the corporation and no evidences of indebtedness shall be issued in its name unless authorized by a resolution of the Board of Directors. Such authority may be general or confined to specific instances.

SECTION 3: All checks, drafts, or other orders for the payment of money, notes, or other evidences of indebtedness issued in the name of the corporation shall be signed by such officer or officers, agent or agents of the corporation and in such manner as shall from time to time be determined by resolution of the Board of Directors.

SECTION 4: All funds of the corporation, not otherwise employed, shall be deposited from time to time to the credit of the corporation in such banks, trust companies, or other depository as the Board of Directors may select.

ARTICLE VII

Whenever any notices required to be given to any member or director of the corporation under the provisions of these Bylaws or the provisions of the Articles of Incorporation or under the provisions of the Constitution of Alabama or the Alabama Non-Profit Corporation Act, a waiver thereof in writing signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall be deemed equivalent to the giving of such notice.

ARTICLE VIII

The Board of Directors shall have full authority to promulgate rules and regulations for the use and enjoyment of the beautification areas and its common areas, and other property owned by the corporation, which, upon adoption shall be provided to each member, by mail or by hand delivery within ten (10) days after adoption. If a members' meeting, called pursuant to these Bylaws is not called within thirty (30) days after adoption of said rule or regulation by the Board of Directors, and further if at said meeting said rule or regulation is not repealed by a majority of the members in attendance at said meeting, said rule or regulation shall become final and binding on all members.

ARTICLE IX

These Bylaws may be altered, amended and repealed and new Bylaws may be adopted only by an affirmative vote of seventy five (75%) percent of the ownership of the lots in said subdivision, cast in person or by proxy at a meeting duly held in accordance

with the notice and other applicable provisions of these Bylaws and of the Articles of Incorporation.

ARTICLE X

Except where the express provisions of these By-Laws are to the contrary, all provisions of the Alabama Business Non-Profit Corporation Act are made a part of these Bylaws and are incorporated herein by reference.

ARTICLE XI


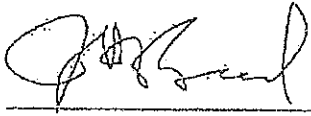
Merry Corner, L.L.C. shall contribute financial support and on site maintenance until such time as either seventy five (75%) percent of the lots in the Subdivision have been purchased or the association becomes self sustaining from its dues paid or other financial resources whichever occurs first.

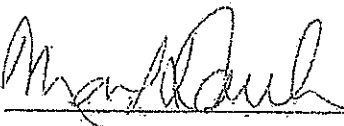
The annual dues to be paid by the members of the Corporation shall be in the amount of \$250.00. The dues amounts may be changed from time to time by the Board of Directors.

Any dues assessment not paid within 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 paid. All payments upon said assessment shall be first applied to interest and then to the assessment payment first due. The Corporation shall have a lien upon each lot and its appurtenances and its undivided interest in common areas, which lien shall secure and does secure the monies due for said assessments now or hereafter levied and which are 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 shall be superior to all other liens except

in favor of the United States, State of Alabama, County of Montgomery and securing sums unpaid and due on a first mortgage of record against said lot. Any lot may exempt himself or herself from liability for contribution toward said whether in the form of a general assessment or a special assessment by use of or enjoyment of the common elements or areas or by the or non-use of his or her lot or by any other means.

NESS WHEREOF, the undersigned, being the duly elected President and t, and, the undersigned, being the duly elected Secretary/Treasurer of said hereby certify that the foregoing Bylaws were duly authorized, approved, and e members of the corporation at the first meeting of the incorporators and d that the said Bylaws were subsequently approved and adopted by the tors at the first meeting of the Board of Directors, held on the 14th day of July

 (L.S.)  (L.S.)
Ed Jones, President Jeff Bond, Vice President

 (L.S.)
Mark Dauber, Secretary/Treasurer

RESIDENTIAL AREA COVENANTS AND RESTRICTIONS FOR
LOCHSHIRE

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 JUDGEMENT 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 COMPOSED 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 HOMEOWNERS' ASSOCIATION WILL BE 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 HOMEOWNERS' ASSOCIATION.

1. NO LOT SHALL BE USED EXCEPT FOR RESIDENTIAL PURPOSES.

* 2. 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 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, MEETS THE FOLLOWING REQUIREMENTS: LOTS 41-59, BLOCK B, AND LOTS 104-114, BLOCK C SHALL BE A MINIMUM OF 1,750 SQUARE FEET HEATED AND COOLED OR 2,200 SQUARE FEET UNDER ROOF. LOTS 24-40, BLOCK B, AND LOTS 94-103, BLOCK C SHALL BE A MINIMUM OF 2,400 SQUARE FEET HEATED AND COOLED.

* BUILDING SETBACK. NO BUILDINGS SHALL BE CLOSER TO RIGHT OF WAY LINES THAN AS SHOWN ON PLAT, NOR CLOSER THAN TEN (10) FEET TO ANY SIDE LOT LINE, NOR CLOSER THAN TWENTY-FIVE (25) FEET TO ANY REAR LOT LINE.

5. SUBDIVIDED LOTS. NO LOT OR LOTS SHALL BE SUBDIVIDED OR REPLATTED WITHOUT THE APPROVAL OF THE OWNER THEREOF AND WRITTEN APPROVAL OF THE DEVELOPER.

6. 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.

* 7. UNSIGHTLY CONDITIONS. IT SHALL BE THE RESPONSIBILITY OF EACH LOT OWNER TO PREVENT THE DEVELOPMENT OF ANY UNCLEAN, UNSIGHTLY, OR UNKEMPT CONDITIONS OF BUILDINGS OR GROUNDS ON HIS RESPECTIVE LOT WHICH SHALL TEND TO SUBSTANTIALLY DECREASE THE BEAUTY OF THE NEIGHBORHOOD AS A WHOLE OR THE SPECIFIC AREA.

8. 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.
9. 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.
10. NO OIL 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.
11. 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.
- * 12. PLANS, SPECIFICATIONS, AND SITING OF 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.
13. WHEREVER HEREIN THE TERM DEVELOPER IS USED, IT SHALL APPLY TO MERRY CORNER, LLC, SUCCESSORS AND ASSIGNS.
- * 14. 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.
- * 15. ANTENNAS. ALL EXTERNAL ANTENNAS, SATELLITE DISHES, OR SIMILAR STRUCTURES ARE TO BE APPROVED IN WRITING BY THE COMMITTEE AS TO SIZE, LOCATION, AND VISIBILITY.
- * 16. 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.
17. 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.

18. FURTHERMORE, THE DEVELOPER RESERVES THE RIGHT TO APPROVE OR DISAPPROVE AESTHETIC CHANGES TO THE EXTERIOR OF 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.

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 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.

20. 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 MUST BE COMPLETED WITHIN TWENTY FOUR (24) HOURS FROM ITS IMMOBILIZATION OR THE VEHICLE MUST BE REMOVED.

21. THIS PLAT IS SUBJECT TO THE ARTICLES OF INCORPORATION OF THE LOCHSHIRE HOMEOWNERS' ASSOCIATION, INC., AS RECORDED IN THE OFFICE OF THE JUDGE OF PROBATE, MONTGOMERY COUNTY, ALABAMA.

22. MAILBOX DESIGN TO BE ESTABLISHED BY THE ARCHITECTURAL CONTROL COMMITTEE.

23. PROHIBITED USES: SWIMMING IN ANY LAKE, POND, OR BODY OF WATER IS PROHIBITED. NO PERSON 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, POND, 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.

24. 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:

(A) 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.

(B) 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.

(C) THE OWNER OF EACH LOT ADJUTING THE WATERS EDGE SHALL RELEASE DISCHARGE, HOLD HARMLESS AND INDEMNIFY THE ASSOCIATION, THE DEVELOPER AND THE 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.

25. 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 PERIODS 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 LLC 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 LLC OWNS ANY LOTS IN THIS PLAT.