

sements shown on this plat are hereby dedicated to the City of Montgomery, Alabama, for public use. Easements include the right of ingress and egress by City employees for maintenance of the property included in the easements. No permanent structures are to be erected or placed over or upon any easement shown hereon.

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

Plans for telephone lines are private easements for the use of the utility company. Installation and maintenance of property in these private easements are not the responsibility of the City of Montgomery, Alabama.

Private drainage and utility easements are not the responsibility of the City of Montgomery, Alabama.

I, Donald H. Cameron, a Registered Professional Engineer and Land Surveyor, hereby certify that I have surveyed the property shown on this map and that the map is true and correct in all particulars and that the lot corners have been marked with iron pins and that they actually have existence the 3rd day of May, 1971.

Attest:
Paul W. Cook, Secretary

WOODLEY LAND COMPANY, INC.
By: *[Signature]*
Reclin H. Westrich, President

STATE OF ALABAMA
County of Montgomery)
I, Glen Vaughn, a Notary Public, State of Alabama, do hereby certify that Reclin H. Westrich and Paul W. Cook, whose names as President and Secretary, respectively, of Woodley Land Company, Inc., a corporation, owner of the property shown on this map, are signed to the foregoing Surveyor's Certificate, a Protective Covenant, and who are known to me, acknowledged before me on this day that, being full authority, executed the same voluntarily for and as the act of the said Woodley Land Company, Inc., on this day the same bears date.

Given under my hand and seal this the 5th day of May, 1971.

Notation expires: 5/1/72

[Signature]
Notary Public

Plat has been submitted to and considered by the City Planning Commission of Montgomery, Alabama, and approved by said Commission.

MONTGOMERY CITY PLANNING COMMISSION

[Signature]

STATE OF ALABAMA
MONTGOMERY COUNTY
MAY 6 3 55 PM 1971

May 6, 1971

RECORDED IN BOOK 101 PAGE 101

by adoption of this plat, the following Protective Covenants and Easements hereon upon the said plat are hereby adopted and approved by the City of Montgomery, Alabama, and shall be in full force and effect from and after the date of recording of this plat, except in those instances where the plat may show lot lines except lot 3 in Block 21.

1. Lot 3 in Block 21 shall be subject to the provisions of master deed provisions 16, 10, 12, 14, 15, and 16 only.

These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of 25 years from the date of the recording of this plat, after which time said covenants shall be automatically extended for successive periods of ten years unless an instrument signed by a majority of the then owners of the lot has been recorded expressing 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 by restraining 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.

1. No lot shall be used except for residential purposes except lot 3 in Block 21 may be used for single or multi-family residential (apartments) purposes and associated and accessory uses hereon.

2. No building shall be erected, altered, placed, or permitted to remain on any lot other than one detached single-family dwelling, nor less than 1600 square feet in the case of a dwelling of more than one story, necessary outbuildings as hereinafter authorized and provided.

3. No residence shall be erected upon or allowed to occupy any lot unless the total living area of the main structure, exclusive of open porches, attached garages or dormers, be not less than 1400 square feet in the case of a one-story dwelling, nor less than 1600 square feet in the case of a dwelling of more than one story.

4. No building shall be located on 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 purposes of this covenant, eaves, however, that this shall not be construed to permit any portion of a building on a lot to encroach upon another lot.

5. No dwelling shall be erected or placed on any lot having an area of less than 12,000 square feet.

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

7. Easements in favor of the utility companies are reserved on or within two feet of the side lot lines from the front lot line to the building setback line only, to permit the placement of power and telephone poles and anchors.

8. No separate garages, or outbuildings of any kind or nature, except garden or ornamental landscape structures, shall be erected on or allowed to occupy any lot except on that portion of the lot in the rear of the residence, and no such tools and materials for the construction of the main house, except such as may be used in storing.

9. 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 nuisance to the neighborhood.

10. 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.

11. 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 sales and construction period.

12. 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, tanks, tunnels, 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.

13. 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.

14. No lot shall be used or maintained as a dumping ground for rubbish, trash, garbage, or other waste shall not be kept in a clean and sanitary condition. All incinerators or other equipment for the storage or disposal of such material shall be maintained at sufficient height to prevent obstruction of such sight-lines.

15. No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between 2 and 6 feet above the roadway shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting them at points 25 feet from the intersection of the street lines. The same sight-line limitations shall apply on any lot within 10 feet from the intersection of a street property line and the edge of a driveway maintained at sufficient height to prevent obstruction of such sight-lines.

16. Easements in favor of the South Central Bell Telephone Company for underground service lines are granted as shown on the plat. Easements include the right of ingress and egress by employees of the utility company for maintenance of the property included in the easements.