

**DECLARATION OF PROTECTIVE COVENANTS,
CONDITIONS, RESTRICTIONS AND EASEMENTS**

FOR

BON TERRE SUBDIVISION

(A RESIDENTIAL SUBDIVISION IN MONTGOMERY COUNTY, ALABAMA)

THIS DECLARATION OF PROTECTIVE COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS (hereinafter sometimes referred to as "DECLARATION") is made this 31st day of December, 2007, by Lakeside Development & Construction Company, LLC, an Alabama limited liability company, (hereinafter sometimes referred to as "DEVELOPER" or "LAKESIDE");

WITNESSETH:

WHEREAS, Developer is the owner of approximately 175 acres of lands in Montgomery County, Alabama, described in Article II of this Declaration; and

WHEREAS, Developer is developing and will sell lots in a residential subdivision to be known as "Bon Terre" and to restrict the Bon Terre property in accordance with a common plan designed to preserve the value and residential qualities of the subdivision for the benefit of its future owners; and

WHEREAS, Developer has caused Bon Terre Homeowners Association, Inc. (hereinafter sometimes referred to as the "Association") to be formed as a master association for the purposes of providing a non-profit corporation to serve as representative of Developer and owners of any part of Bon Terre Subdivision, which is hereafter made subject to this Declaration and/or other Declarations, and to enforce these protective covenants, conditions, restrictions and easements.

NOW, THEREFORE, Developer declares that the Bon Terre lands as platted and subdivided as hereinafter described in Article II shall be held, sold, conveyed or encumbered, rented, used, occupied and improved subject to the following Protective Covenants, Conditions, Restrictions and Easements as herein set forth expressly and exclusively for the use and benefit of Bon Terre Subdivision and each and every person or entity who now or in the future shall own any portion or portions of same.

**ARTICLE I
DEFINITIONS**

Section 1.1. Definitions. The following words, when used in this Declaration or any supplemental Declaration (unless the content shall prohibit), shall have the following meanings:

(A) **Accessory Building.** Accessory Building shall mean and refer to a subordinate building, the use of which is incidental to that of the Dwelling Unit, and located on the same Lot therewith.

(B) **Alterations.** Alterations shall mean or refer to change or rearrangement, as applied to a building or structure, in the structured parts or enlargement, whether by extending on the side or increasing by height.

(C) **Association.** Association shall mean or refer to the Bon Terre Homeowners Association, Inc., a non-profit corporation, its successors and assigns.

(D) **Bon Terre, Bon Terre Subdivision, or Bon Terre Lands.** Bon Terre, Bon Terre Subdivision, Bon Terre Lands or the Subdivision shall mean that certain parcel of land owned by Developer and more particularly described as the lands which are set forth within the plat of Bon Terre Subdivision Plat No. 1A, as same appears of record in the Office of Probate of Montgomery County, Alabama in Plat Book 52 at Page 46, and any subsequent plat or plat amendment as may hereafter be filed.

(E) **Committee.** Committee shall mean the Architectural Review Committee consisting of at least three (3) persons appointed by Developer. At such time as Developer may fail or decline to appoint members of the Committee, the Board of Directors of the Association will appoint persons to fill the vacancies on the Committee.

(F) **Common Area or Common Areas.** Common Area or Common Areas shall mean all real property (including the improvements thereon), which may in the future be deeded by Developer or others to the Association for common use and enjoyment of the Owners.

(G) **Common Equipment.** Common Equipment shall mean all street lighting, irrigation systems, security systems, water pump and drainage systems, appliances and other equipment which may in the future be transferred to the Association for common use

and enjoyment of the Owners. The Common Equipment may be placed in or on Common Areas, in rights-of-way, easements, or within street rights-of-way or bodies of water.

(H) Developer. Developer shall mean Lakeside Development & Construction Company, LLC, an Alabama limited liability company, its successors or assigns.

(I) Dwelling Unit. Dwelling Unit shall mean and refer to any portion of a building situated upon the Properties, designed and intended for use and occupancy as a residence by a single-family unit.

(J) Family. Family shall mean one or more persons related by blood, marriage or adoption, occupying a Dwelling Unit and living as a single, non-profit housekeeping unit.

(K) Floor Area. Floor Area shall mean the sum of the heated and cooled dwelling space, however, that such term does not include garages, greenhouses, airta, terrace, decks, open porches and like spaces.

(L) List of Materials. List of Materials means that certain document approved by the Architectural Review Committee and/or the Developer, setting forth or restricting the materials used in the development and construction of improvements, landscape design and/or renovation on each Lot within Bon Terre Subdivision, as said List may be amended from time to time.

(M) Lot. Lot shall mean and refer to any plot of land designated by number and located in Bon Terre Subdivision, or which may be so designated in any subsequent phases of Bon Terre included within subsequent Declarations executed by Developer.

(N) Owner or Lot Owner. Owner or Lot Owner shall mean and refer to a record Owner of the fee simple title to any Lot or Dwelling Unit situated in Bon Terre Subdivision. Lot or Lot Owner shall not include or require or mean any mortgagee of Lot Owner.

(O) The Properties. The Properties shall mean and refer to all such existing properties, and additions thereto, as are subject to this Declaration or any supplemental Declaration under the provisions of Article II hereof.

ARTICLE II PROPERTY SUBJECT TO THIS DECLARATION

Section 2.1. Bon Terre Lands. Bon Terre Lands consist of approximately one hundred and seventy-five (175) acres of land situated in Montgomery County, Alabama, now owned and subdivided by Developer, the plat of which appears of record in the Office of the Judge of Probate of Montgomery County, Alabama in Plat Book 52 at Page 46, and any subsequent plat or plat amendment as may hereafter be filed.

ARTICLE III PROPERTY RIGHTS

Section 3.1. Owners Easement of Enjoyment. Every Owner shall have the right of enjoyment in and to the Common Areas which shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

(A) The right of the Association to charge reasonable admission, use and other fees for the use and maintenance of any facility situated upon the Common Area;

(B) The right of the Association to suspend the voting rights and right to use any facilities by an Owner for any period during which any assessment against the Owner's Lot remains unpaid.

(C) The right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument agreeing to such dedication or transfer, signed by two-thirds (2/3) of the members of the Board of Directors of the Association has been recorded; and

(D) All other covenants, restrictions and affirmative obligations, including the RIGHT OF THE ASSOCIATION TO SET MAINTENANCE ASSESSMENTS, CAPITAL IMPROVEMENT ASSESSMENTS AND TO FORECLOSE A LIEN FOR NON-PAYMENT OF FEES AND ASSESSMENTS, ALL AS HERENAFTER PROVIDED.

Section 3.2. Delegation of Use. Any Owner may delegate, in accordance with the Bylaws of the Association, the Owner's right of enjoyment to the Common Area and facilities to the members of the Owner's Family.

ARTICLE IV MEMBERSHIP AND VOTING RIGHTS

Section 4.1. Homeowners Association. This Article merely provides a general description and notice of the existence of the Bon Terre Homeowners Association, Inc. (the "Association"), to Lot Owners, their heirs and assigns. Further, more specific and detailed terms, provisions,

operating procedures, assessment responsibilities, and other terms and provisions relating to said Association will be more specifically and full set out in a separate document which will be identified as the "Articles of Incorporation of Bon Terre Homeowners Association, Inc." and the "Bylaws of Bon Terre Homeowners Association, Inc."

In addition to any other terms and provisions of the Articles of Incorporation and/or Bylaws of the Association, each Lot Owner shall be liable for a proportionate share of the expenses of the Association and particularly those which are incurred for security and in the maintenance and repair of all Common Areas within the subdivision. The Association, through its Board of Directors will set the appropriate amount of assessment and establish the official due date of same from time to time.

Section 4.2. Membership in Association. Every Owner of a Lot which is subject to assessment shall be a member of Bon Terre Homeowners Association, Inc. The members of the Association shall consist of all record Owners of Lots in Bon Terre Subdivision as established by recording in the Office of the Judge of Probate of Montgomery County, Alabama, of a deed or other instrument establishing record title to a Lot in Bon Terre Subdivision. Upon delivery to the Association of a copy of such instrument reflecting recording information, the Owner designated by such instrument shall become a member of the Association. Each Lot Owner as a member of the Association shall be entitled to one vote for each Lot owned. The membership of the prior Owner of a Lot is terminated upon the recording of a deed or other instrument establishing record title to any Lot in Bon Terre Subdivision.

Membership in the Association shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment.

Section 4.3. Voting Rights. The voting rights of the members of the Association shall be subject to the then current terms and conditions of the Bylaws of the Association, as amended, at such time as the Bylaws shall have been prepared, executed and recorded.

ARTICLE V COVENANTS, RESTRICTIONS AND AFFIRMATIVE OBLIGATIONS

Section 5.1. Residential Building. All Lots in residential areas (expressly excluding the Common Areas) shall be used exclusively for single family residential purposes; no structure, except as hereinafter provided, shall be erected, altered, placed or permitted to remain on any Lot other than one (1) single-family dwelling not to exceed two and one-half (2½) stories in height, except that a third story may be permitted if it is designed in such a fashion as to fit within the normal roofline of a two-story structure in the area that would normally be considered attic area, with construction being subject to prior review and approval by the Committee.

Section 5.2. Location of Houses. The house shall be sited in accordance with the plat restrictions appearing of record in the Office of the Judge of Probate of Montgomery County, Alabama, and the rules and regulations established by the City of Montgomery or such other municipality which may exercise jurisdiction, which in the event of conflict shall govern. A site plan reflecting the location of the house shall be submitted to the Committee before construction commences. The direction of the front elevation of houses on corner lots is also subject to approval by the Committee. The Committee reserves unto itself, its successors and assigns, the absolute right to approve or disapprove any site and location of any house or dwelling submitted by the Lot Owner and/or their representatives. All driveways shall have a maximum opening width of eleven (11) feet at the intersection of any paved subdivision road. No building or addition thereto shall be erected, altered or placed on any Lot until the construction plans and specifications and the plans showing the location of the structure on the Lot have been approved by the Committee in all respects. All approvals by the Committee must be in writing and dated, and must be signed by not less than one (1) member of the Committee, and where plans and specifications are required this approval should be reflected on a copy of the plans and specifications as submitted to the Committee for approval. Approval of any plans shall not and does not constitute any representation or guaranty of the safety or architectural integrity by the Committee, which matters shall at all times be the sole responsibility of each Lot Owner.

Section 5.3. Minimum Square Footage of Building Lot and Improvements. No plans will be approved unless the proposed house will have the minimum required floor area of 2,800 square feet of enclosed dwelling space, finished for year-round dwelling purposes. The term "enclosed air conditioned and heated dwelling space" as used in these minimal size requirements shall mean the total enclosed area within a dwelling; provided, however, that such term does not include garages, greenhouses, atria, terrace, decks, open porches and like spaces; and provided further, expanded lean-to or dormer attic space and screened porches, even though attached to the house, are specifically excluded from the definition of the term "enclosed dwelling area", regardless of whether the roof of such spaces forms an integral part of the roof line of the main dwelling or whether such spaces are located on the ground floor of two-story dwelling.

Section 5.4. Minimum Standard of Construction. All construction will be done in conformance with the National Electrical Code, the Southern Standard Building Code, the Southern Standard Plumbing Code, the Southern Standard Mechanical Code, as same now exist or as may be modified from time to time, together with any other code or codes which may become applicable, including but not limited to the Codes enforced by the City of Montgomery, County of Montgomery, or other political subdivisions or municipalities which may have jurisdiction over the lands and/or property of Developer, if any, and any other governmental or quasi-governmental entity exercising jurisdiction and the requirements of any agency of the State of Alabama, specifically including but not limited to the Alabama Department of Public Health and the Alabama Department of Environmental Management. Lots in Bon Terre shall be sold with the intent that the purchaser construct a dwelling thereon. There is no minimum period of time within which construction must commence. Once construction of the Dwelling Unit is begun, however, the Dwelling Unit must be completed within twelve (12) calendar months from the date of beginning.

Any dwelling or other structure destroyed in whole or in part must be rebuilt or removed within one (1) year of such destruction and in the interim all debris must be removed and the Lot otherwise restored to a slightly and non-hazardous condition within ninety (90) days of such destruction.

Section 5.5. Construction Materials and Requirements. Committee and Developer reserve the right to specify the type, nature and appearance of building materials to be used in the construction of any structure within Bon Terre subdivision. Each Lot Owner and their representative(s), including architects, engineers and contractors, shall be responsible for obtaining from the Committee or Developer a copy of the List of Materials.

Section 5.6. Landscape and Landscape Materials. Committee and Developer reserve the right to specify the type, nature and appearance of landscape, landscape border materials, and landscape buffer zone materials to be used on any Lot within the subdivision. Each Lot Owner and their representative(s), including architects, engineers and contractors, shall be responsible for obtaining from the Committee or Developer a copy of the List of Materials before commencement or renovation of landscaping on any Lot. Each Lot Owner is responsible for submission of a list of materials for proposed use in landscape and exterior décor for approval by the Committee. A landscape plan shall be required showing the location of trees, shrubs, groundcover, borders, planters, plantings and all materials to be used. The landscape plan shall depict the proposed planting concept and plan which must be approved by the Committee after its review and before commencement of the project. This requirement applies to initial construction and subsequent renovation by the Initial Lot Owner and subsequent Lot Owner(s). All grass proposed to be utilized in a landscape plan shall be grass sod only; no seeding, sprigging or plugging of grass shall be allowed except in areas approved by the Committee.

Section 5.7. Temporary Structures. A structure of temporary nature shall not be placed upon a Lot at any time with the exception of shelters used by the contractor during the construction of the Dwelling Unit. It is clearly understood that these temporary construction shelters may not at any time be used as a residence or permitted to remain after the completion of construction.

Section 5.8. Garages/Outbuildings. All separate garages, outbuildings or auxiliary structures, or ornamental landscape structures of any kind or nature, must be approved in writing by the Committee. A drawing of any garage, outbuilding, auxiliary structure or ornamental landscape structure, including site plan and elevations, must be submitted to the Committee and approved in writing by the Committee prior to construction. No metal storage buildings, prefabricated or portable structures are allowed. Carports and garages must open toward the interior lot line unless otherwise approved by the Committee.

Section 5.9. Fences, Walls, Etc.

No fence or wall may be erected without the approval of the Committee. Chain link or wire fences are not allowed. The acceptable design, form and materials to be used for any fence is contained in the List of Materials approved by the Committee.

No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between two and six feet above the roadways shall be placed or permitted to remain on any corner Lot within that triangular area formed by the street property lines and a line connecting them at points twenty-five feet from the corner intersection of said street lines. The same sight-line limitations shall apply on any Lot within twenty (20) feet from the intersection of a street property with the edge of a driveway pavement. No tree shall be permitted to remain within such distances, areas or such intersections unless the foliage line is maintained at a sufficient height to prevent obstruction of such sightlines.

Section 5.10. Trees. No tree measuring eight (8) inches or more in diameter at ground level may be removed without the prior written approval of the Developer, unless said tree is located within ten (10) feet of the main Dwelling Unit or Accessory Building or within ten (10) feet of the site for such building, or unless said tree is located within the limits of an approved driveway.

Section 5.11. Authorized Use and Exceptions. Notwithstanding other provisions herein, each residence located within subject property shall be used as only a single-family residence and subject to all other requirements hereunder, but, the Committee may authorize any Lot Owner, with respect to the Owner's residence, to temporarily use same for more than one family, to temporarily maintain a sign other than as expressly permitted herein, to locate other temporary structures on the property, and may make other exceptions to these covenants. In all such instances, approvals and exceptions by the Committee must be in writing and each case and each request shall be reviewed in its own merits and the Committee shall have unrestricted discretion and neither the granting of similar requests for other Lot Owners nor the removal and consent of adjoining Lot Owners shall in any way be a determinative influence on the decision of the Committee.

Section 5.12. Property Use Modification. No previously approved structure shall be used for any purpose other than that for which it was originally designed and approved.

Section 5.13. Water System. The Developers have installed a public water system in Bon Terre, which water system is an extension of the general water supply system of The Water Works and Sanitary Sewer Board of the City of Montgomery, its successors and assigns. It shall be the obligation of the Owner of a Lot in Bon Terre to use the public water system as the sole and only source of supply to the Owner's residence and Lot in accordance with the requirements of the system supplier and the Alabama Department of Public Health. All required connection fees and other fees charged by the water system supplier, however delineated or identified, shall be paid by the Owner, and all charges for the use of water by Owner shall be paid by the Owner to The Water Works and Sanitary Sewer Board of the City of Montgomery. Water use and service lines shall be subject to the applicable regulations of The Water Works and Sanitary Sewer Board of the City of Montgomery, its successors and assigns, or appropriate governmental authorities exercising jurisdiction.

Section 5.14. Utility Easements. Developer reserves unto itself, its successors and assigns, as to Bon Terre Lands or Bon Terre Subdivision, a perpetual, alienable, and assignable easement right on the surface of, under and over the ground to erect, maintain and use electric telephone poles, wire, cables, conduits, sewers, water mains, irrigation systems, fencing and other suitable equipment for conveyance and use of electricity, telephone equipment, gas, sewer, water or other public conveniences or utilities and to service common areas on, in or over the rear ten (10) feet of each Lot and five (5) feet along each side of each Lot and such other areas as are shown on the applicable plat; provided, further, that Developer may cut drain ways for surface waters and storm drainage wherever or whenever such action may appear to be necessary in order to maintain

reasonable standards of health, safety and appearance, or to prevent flooding as Developer may determine. These easements and rights expressly include the right to cut any trees, bushes or shrubberies, make any gradings of the site, or to take any other similar actions reasonably necessary to provide economical and safe utility installation and to maintain reasonable standards of health, appearance, safety and drainage. The establishment of these easements is in no way to imply that all utilities will be installed by Developer. Easements for installation and maintenance of utilities and private drainage and access are reserved as shown on the plat, as same may be amended from time to time. The easement area shall be maintained continuously by the Owner of the respective Lot, except for those improvements for which a public authority, public entity or utility company is responsible.

Section 5.15. Underground Utilities. In order to beautify said subdivision for the benefit of all Lot Owners and to permit utility companies to install underground utility services to each Lot and house in the subdivision, no Owner of any Lot within the subdivision will commence construction of any house on any Lot until such Owner (1) notifies all utility companies that such construction is proposed; (2) grants in writing to said companies such rights and easements as they request in connection with their construction, operation, maintenance and removal of the underground service laterals on each Lot; and (3) provides at Owner's expense, and in accordance with specifications to be furnished by the utilities, all excavating, trenching and backfilling which said utility company requests in connection with the installation of the underground service or service laterals on each Lot. The Owner of the Lots within this subdivision will not erect or grant to any person, firm, corporation or other entity the right, license or privilege to erect or use, or permit the use of overhead wires, poles or overhead facilities of any type or kind for electrical, electronic communication, cable or telephone service on said real estate (except such poles and overhead facilities, as may be approved by the Developer or Association, including but not limited to those required to be placed where distribution facilities enter and leave said subdivision). Nothing herein shall be construed to prohibit overhead street lighting fixtures or ornamental yard lighting where such is approved and serviced by underground wires or cables.

Section 5.16. Electric Services. When electric services are requested and supplied by a utility service which provides power from an underground system, the trenching and backfilling from the front property line to the metering point will be the responsibility of the property owner requesting service. No overhead wires, poles or overhead facilities for any kind of electrical, telephone or cable service or other utility shall be permitted on any part of said property except at those places where overhead distribution facilities are necessary to provide system capacity for the utility service provider's underground system. Nothing herein shall be construed to prohibit overhead street lighting or ornamental yard lighting where such is approved and serviced by underground wires or cables. A perpetual ten (10) foot easement is reserved to the utility service provider, its successor and assigns, for each service lateral extending from the front property line of each Lot shown on this plat to the metering point of each Lot. Pursuant to an agreement between the Owner and the utility service provider, said provider will furnish to the Owner of each Lot within said subdivision, on which a house is constructed, with an outdoor metering trough to be installed by and at the expense of said Owner on the rear or side exterior of each house, and subsequent to Owner's completion of excavation work necessary in connection therewith, will provide and install at its own expense, the underground service lateral extending from the income service point to the outdoor metering trough or (exclusive of circuit breakers) servicing each said house, and said service entrance facilities provided by the utility service provider will not in any way be considered a fixture or fixtures and thereby a part of said real estate, but will remain movable by the utility service provider, their successors and assigns. Similar agreements may be reached with other utility providers and in such event the Developer may similarly obligate the property throughout the subdivision and each Lot described in this plat and the property owners thereof.

Section 5.17. Owner's Maintenance of Property. Every Lot Owner shall maintain their Lot in a neat and clean manner, including but not limited to regular mowing of grass, routine weeding and pruning of shrubs, trees and other landscaping. Every Lot Owner shall also maintain the exterior of their residence and outbuildings by routine cleaning, painting, repair and replacement, if necessary, of all exterior surfaces, including but not limited to roofs, shutters, trim, doors, walkways, brick, drive, siding, wood, fireplaces, fences, walls and driveways. No Lot Owner shall place any window treatment in a window where the exterior side of said window treatment is not compatible with the style and color of the exterior of the building based on construction materials approved by the Committee. The determination of appropriateness and compatibility shall be in the discretion of the Committee.

In addition to the foregoing, it shall be the responsibility of each Lot Owner to prevent the accumulation or development of any unclean, unsightly or unkempt conditions of buildings or grounds on the Owner's respective Lot which shall tend to substantially decrease the beauty of the neighborhood as a whole or any specific area. This includes unkempt stacks of firewood or other material of any type or kind, trash piles and like conditions.

Section 5.18. Interior and Exterior Décor. Décor is left to the individual taste of the Lot Owner, however, all exterior décor and interior décor which is visible from the outside (i.e. interior drapes, blinds, shutters, etc.) shall be compatible in style and color to the exterior of the building based on construction materials approved by the Committee.

Section 5.19. Vehicle Parking. Vehicle parking in driveways and on the street in front of houses shall be limited to temporary parking of guests or resident vehicles in current use and currently licensed, and shall be restricted to a period of not more than twenty-four (24) hours. Storing automobiles, trucks, campers, boats, snowmobiles, motorcycles, motor bikes, off-road or all terrain vehicles (four wheelers) or any other vehicle of any other description in the street, driveway, yards of residences, in front of the principal building setback lines, is specifically prohibited. Such vehicles must be stored in garages. Vehicle parking in grass shall not be permitted. Each Owner shall provide Committee approved space for off-street parking of four automobiles (minimum two hundred [200] square feet per space) prior to the occupancy of any Dwelling Unit being constructed on the Owner's Lot. Parking area is to be clearly designated on the site plan when submitted for review by Developer. On-street parking is not permitted.

Section Recreational Vehicles. No boat, watercraft, boat trailer, utility trailer, house trailer, trailer, motor cycle, camper, motor home, all-terrain vehicle, recreational vehicle, motorized vehicle, 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 the same are housed inside of a carport or garage constructed on the subject Lot.

Section 5.21. Commercial Trucks. No commercial truck, vehicle work trailer, motorized vehicle or equipment shall be permitted to be parked or to be stored at any place on the property. This prohibition on parking and storage shall not apply to temporary parking of trucks, trailers and/or commercial vehicles used for pickup or delivery service to the residence.

Section 5.22. Additional Remedies for Vehicle and/or Recreational Equipment Violations. Any vehicle, recreational vehicle, all-terrain vehicle, motor vehicle, equipment, trailer or commercial truck parked in violation of these or other regulations contained herein or in violation of the rules and regulations now or hereafter adopted by the Association may be towed away by the Association, at the sole expense of the Owner of such vehicle, recreational vehicle, commercial vehicle or equipment, if the violation of said restrictions remains for a period of more than twenty-four (24) hours, or on a continuing basis. The Association shall not be liable to the Owner of such vehicle or equipment, nor to the respective Lot Owners, for trespass, conversion or otherwise, nor guilty of any criminal, quasi-criminal act or of any civil wrong or claim, however delineated, 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 of any type. The foregoing remedy is in addition to any other remedy which may exist, whether at law or in equity.

Section 5.23. Vehicle Maintenance and Repair. No vehicle maintenance or repair shall be performed on any vehicles upon any portions of the subject property, unless performed in a garage, except in an emergency situation. Notwithstanding the foregoing, all repairs to a disabled vehicle on the property must be completed within twenty-four (24) hours from its immobilization or the vehicle must be removed. The 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.

Section 5.24. Machinery. No machinery shall be placed on or operated upon any portion of the subject property except such machinery as is normal and usual in the maintenance of a private residence, or except such as is necessary during the original construction of a residence or a major renovation or improvement thereof, less and except such as may be necessary for the operation and maintenance of the common areas of the subdivision.

Section 5.25. Business Activity. No profession or home industry or other commercial venture or enterprise shall be conducted in or on any part of the property or in any improvements thereon. The Board of Directors of the Association (hereinafter sometimes referred to as the "Board") in its discretion, upon consideration of the circumstances in each case, and particularly upon consideration of the effect of surrounding property and property owners, may permit the conduct of a profession or home industry within a residence located on the property. Such commercial operation may be permitted only after the Board has determined that it is compatible with a high quality residential neighborhood and does not unreasonably interfere with the adjoining property or adjoining property owners. This Section may not be interpreted to authorize or permit any commercial activity which is in violation of local statute or zoning regulations. Any such approval granted by the Board may be withdrawn if the Board determines, in its sole discretion, that such authorized or permitted activity is interfering with the rights of the subdivision in general or any individual Lot Owner within the subdivision. In no event shall any part of the premises or any structure thereon be used as a school, child care center, kindergarten, learning center, musical instrument or voice training center, recording studio or other public building, including non-profit or charitable institutional use.

Section 5.26. Signs. No sign or other advertising device of any kind shall be displayed visible to the public view on any Lot except one professional sign of not more than one square foot, indicating the street number assigned to the Lot. In the case of advertising the property for sale during the initial construction period or subsequently by the Owner of the property, one sign of not more than six (6) square feet of advertising shall be allowed for any Lot. Notwithstanding anything herein to the contrary, all signs, including but not limited to "For Sale" type signs, must conform to the criteria established for signage by the Committee and be approved by the Committee.

Section 5.27. Political Signs and Political Advertising. Political signs and political advertising are not permitted to be displayed on any Lot or any Common Area of Bon Terre Subdivision.

Section 5.28. Prohibited Uses. No person shall, without the written approval of the Association or the Committee, as the case may be, do any of the following on any part of the subject property or the common areas: (1) permit the running of animals except when on a leash; (2) fell any trees or injure or damage any landscaping or irrigation systems within the "common areas"; (3) interfere with any drainage, utility or access easement; (4) build any structures, recreational or other common facilities other than those approved by the Committee; (5) discharge any liquid or other materials other than natural water drainage into any lake, pond or water course, nor permit the discharge of any liquid or other materials in violation of any federal, state, county or municipal law or regulation; (6) alter or obstruct any lakes, ponds or water courses; (7) interfere with any water control structures, systems or apparatus; (8) use any water from any lake, pond or water course for personal, business or commercial use; (9) interfere with any security system, security apparatus or equipment; (10) no fires are permitted on any Lot, except in areas as may be designated by the Association; (11) permit children or others to play in the streets for an extended period of time; (12) interfere with any utility structure, apparatus or control mechanism; or (13) violate any rules and regulations that may be established by the Association governing the use of common areas or the rules or requirements that may be established by the Committee.

Section 5.29. Nuisances and Offensive Activities. The firing or discharging of firearms is prohibited. The discharging or use of fireworks of any type is prohibited. No noxious, poisonous or offensive activity shall be carried on upon any Lot, nor shall anything be done thereon tending to cause embarrassment, discomfort, annoyance or nuisance to the neighborhood; this specifically includes but is not limited to the operation of motor vehicles without appropriate mufflers, playing loud music, engaging in sports activities, and any other activity which would disturb the quiet enjoyment of other Lot Owners. Notwithstanding the foregoing, any outside social activity of a Lot Owner which would involve the playing of music in an outdoor setting requires the prior written approval of the Association.

No Owner shall maintain any plants, animals, devices or things of any sort that are illegal or support any immoral or prohibited activity or the existence of which is in any way noxious, poisonous, dangerous, unsightly, unpleasant or a nature as may diminish or destroy the enjoyment of other Lots in the subdivision by the Owners of same.

Section 5.30. Accumulation of Refuse. No lumber, metals, bulk materials, refuse or 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 or reconstruction. Builders must provide dumpsters on the property during the construction period. 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 in the open on any day that a normal pickup is to be made, at such place on the property to provide access to persons making such pickup. At all other times such containers shall be stored in such manner so that they cannot be seen from the street or any adjacent or surrounding property. The Committee, in its discretion, may adopt and promulgate reasonable rules and regulations relating to the size, shape, color and type of containers permitted and the manner of storage of the same on the property.

Section 5.31. Animals. No livestock, farm animals, fowl or wild animals shall be permitted to be maintained on any Lot. No animals, livestock, insects, reptiles or poultry of any kind shall be raised, bred or kept on any Lot, except that dogs, cats and other normal and common household pets may be kept provided that they are not kept, bred or maintained for any commercial purpose, and provided 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.

Section 5.32. Mailboxes. The design of all mailboxes must be approved by the Committee and said Committee may establish a common design and a required location for all mailboxes, as long as compatible with the requirements of the United States Postal Service. If required by the Committee, the homeowner shall purchase a standard mailbox from the Association at a standard common charge to be applied uniformly, and shall install and maintain said mailbox in appropriate condition and repair, with original color scheme being maintained thereon, as required by the Committee. Any damage or destruction to mailboxes which cannot be adequately repaired will result in the Lot Owner being required to purchase a replacement mailbox from the Association.

Section 5.33. Air Conditioning Units and Solar Collectors. No wall or window air conditioning units, nor solar collectors shall be permitted except with the prior written consent of the Committee.

Section 5.34. Pools. All pools, pool equipment, fences and pool landscaping must be approved by the Committee. Most subdivision Lots are sufficient in size to accommodate a pool. The installation of a pool requires a 10-foot wide landscape on the outside perimeter of the pool, less and except the pool deck or patio, together with the installation of a fence which meets then current safety requirements by any government or quasi-governmental agency exercising jurisdiction over the installation and maintenance of pool facilities. A pool plan is required which shall include the proposed location of the pool and the landscaping to be used in conjunction with its construction and development. The plan must be approved by the Committee after its review and before commencement of the project.

Landscape materials used in connection with pools shall be grass, pine straw, decorative stone, ground cover plantings or a combination of the above; shrubbery shall be the low-growing type not to exceed the height of the fence, and any exceptions must be approved by the Committee. Landscape plans must insure that the view from behind the unit enhances the overall appearance of the neighborhood.

Pool equipment such as pool pumps and filter systems must be located inside the fenced area. No sliding boards or other pool equipment exceeding the height of the fence will be permitted.

Section 5.35. Lawn Furnishings and Play Structures. Flag poles, tree houses, rock gardens, bird baths, playground equipment and similar structures are not permitted unless approved by the Committee and in no case shall be visible from the street. Any fixed sporting equipment, basketball goals, and similar sporting devices must be placed in back yards, and shall not be visible from the street. No tennis courts, balling cages or similar structures shall be constructed on any lot.

Section 5.36. Television Signal Receiving Devices (Satellite TV Dishes). No visible ham radio or radio transmission equipment shall be operated or permitted to be operated on any Lot without the approval of the Committee. No television or radio antennas or satellite dishes shall be permitted on any Lot unless approved by the Committee. See Committee Guidelines for use of satellite antenna dishes. Television receiving devices shall be subject to Committee approval. If allowed, the following terms and conditions must be met:

- (A) Sketch plans and specifications, including siting, color and size must be approved by the Committee prior to beginning installation. Satellite TV dishes will be constructed of black mesh.
- (B) The location of all television signal receiving devices must be approved by the Committee. The Committee may require that these devices be screened from view using screen planting.
- (C) The removal of trees in order to receive satellite signals will be governed by Section hereof entitled "Trees".

Section 5.37. Pipes and Clotheslines. No water pipes, gas pipes, sewer pipes, draining pipes or clotheslines may be installed or maintained on any Lot so as to be visible from other property or public view except hoses and movable pipes used for temporary irrigation purposes, or residential gas grill.

Section 5.38. Waterfront Areas, Waterways and Water Courses. Any Lot which shall abut upon any lake, pond or other water course within Bon Terre Subdivision shall be subject to the following additional restrictions, and any Owner of a Lot in Bon Terre Subdivision, whether abutting a body of water or not, shall be subject to following:

(A) No pier, dock or other structure or obstruction shall be built or maintained upon any waterfront lot or into or upon any waterfront area or any easement adjacent to a waterfront area or on that part of an Owner's Lot which is adjacent to same.

(B) No device may be constructed or installed on any Lot which shall in any way alter the course of or boundaries of any lake, pond or other waterway or which shall involve or result in the removal or drainage of water from same.

(C) The Owner of any such Lot shall have the right of ingress and egress to and from the water and shall be responsible for the maintenance of the Lot, common areas, and the easements thereto between the side lot lines of the Lot to the water's edge.

(D) Each Lot abutting the water's edge shall be subject to a perpetual easement in favor of the Association over that portion thereof as may be designated on the Plat as a storm drainage or overflow easement, including the right to overflow and submerge the portion of the Lot included therein.

(E) The Owner of each Lot abutting the water's edge hereby releases, discharges, holds harmless and indemnifies the Developer, the Association and the County and/or City of Montgomery, Alabama, a municipal corporation, and any other municipality which may exercise jurisdiction over the Subdivision, 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 accrued by reason or account of the operation and maintenance of said common areas and/or bodies of water of all types and kinds.

(F) Swimming, wading, diving, in any lake, pond or body of water is prohibited.

(G) No boats, watercraft or flotation devices of any kind are allowed on any lake, pond or body of water.

(H) Fishing shall be allowed only to Lot Owners and members of their Family who reside in Bon Terre Subdivision, with the prior approval of the Association; no person under the age of sixteen (16) years shall be allowed to fish unless accompanied by an adult.

Section 5.39. Subdivided Lots. No Lot or Lots shall be split, divided, subdivided or replatted for sale, resale, gift, transfer or otherwise, without the written approval of Developer, which approval may be withheld for any reason or no reason in the discretion of said Developer. Developer reserves the right to alter, amend, modify or change the plat for purposes of increasing or decreasing lot or parcel size, providing aesthetic changes to the property, or making other changes and modifications as may be deemed necessary or appropriate by the Developer in its discretion, until 95% of the Lots in the Subdivision have been sold or transferred by the Developer, at which time the right herein conferred on Developer shall devolve to the Association.

Section 5.40. Sale of Lot. Upon the sale of a Lot the Owner selling same shall not have further liability for the obligations thereon and thereto which accrue against the Lot after the date of conveyance; provided however, that nothing herein shall be construed to relieve the Owner of any Lot from any liabilities and obligations incurred prior to such sale.

Section 5.41. Mining. No oil or gas drilling, development operations or refining and no quarrying or mining operations of any kind shall be permitted upon, in or under any Lot, nor shall oil wells, tunnels, tanks, mineral excavations or shafts be permitted on, upon or under any Lot.

Section 5.42. Easement for Governmental, Health and Emergency Services. Each Lot Owner hereby grants to the appropriate governmental authorities and the appropriate private organizations supplying health, sanitation, police services, and any emergency services, including but not limited to fire, ambulance or rescue services, a non-exclusive easement for purposes of ingress and egress over the common areas.

Section 5.43. Entry. Whenever Developer is permitted by this Declaration to correct, repair, clean, preserve, clear out or take any action on the property of any Lot Owner, Developer must first obtain the approval of the Committee and shall give written notice to the property Owner involved before entering the property. After such approval and notice, such entering the property and taking such actions shall not constitute a trespass on the part of Developer.

Section 5.44. Real Estate Office, Subdivision Office or Model Home. The Developer may, in Developer's sole discretion, use any Lot within Bon Terre property for the construction of and/or use of a building constructed thereon as a subdivision office, real estate office or model home, and as such the same shall not be subject to terms, provisions and requirements of these covenants until such time as all other Lots within Bon Terre property have been sold and upon that occurrence said Lot and building constructed thereon shall, as soon as reasonably possible and to the extent reasonably and economically practical, be brought into compliance with these covenants.

**ARTICLE VI
RESIDENTIAL DESIGN CRITERIA**

Section 6.1. Residential Design Criteria.

(A) **General.** Pursuant to the provisions of the Declaration of Protective Covenants, Conditions, Restrictions and Easements of Bon Terre Subdivision, as recorded in the Office of the Judge of Probate of Montgomery County, Alabama, the Committee has developed the following criteria to be used by the Committee in reviewing plans for proposed dwellings and structures in Bon Terre and further, to be used either in approving or disapproving such proposed plans in conjunction with the "Architectural Review Committee Guidelines for Bon Terre Subdivision".

(B) Design Criteria.

(1) Design of the Main Dwelling Unit:

(a) It is strongly recommended that all plans for residential construction, including landscaping design and borders, be prepared by a qualified designer, preferably, a registered architect. Pre-designed "catalog" plans and "contractor designed" plans will be accepted for review, provided they are complete and in sufficient detail to allow a full review by the Committee. Plans must conform to this Declaration as same may be amended from time to time. No sketch plans or incomplete plans will be accepted for review by the Committee.

All revisions to the exterior of any plans, regardless of the state of construction, must be submitted to the Committee for review and approval prior to the implementation of such revisions. The Committee reserves the right to retain one (1) complete set of plans for each residence in its files.

(b) Roof lines shall be attractively designed to complement the character of the Lot and the development in general. The roof pitch shall be a minimum of ten (10) on twelve (12) unless otherwise approved by the Committee. Overhang on roof eaves shall be a minimum of nine (9) inches and a maximum of sixteen (16) inches. All roofing materials used shall conform to the List of Materials approved by the Committee.

(c) Building materials shall be of natural tones and colors to blend with the overall setting of the development. White, bright or shiny surfaces will be subjected to careful review by the Committee.

(d) The house shall be designed and sited on the Lot so as to take maximum advantage of the topography, view, trees, lakes, ponds and other natural features which tend to enhance the overall appearance of the finished structure and property.

(e) Garages shall have garage doors. Garage doors shall be kept closed at all times except during ingress and egress and face side lot lines.

(2) Fences and Accessory Structures:

(a) Fences shall be used for screening unsightly areas such as storage receptacles, garbage cans, air conditioners, pet control areas, and the like. Such fences shall not exceed four (4) feet in height and shall be built of materials harmonious with those used in construction of the principal Dwelling Unit. Decorative fencing is not to be located on any easement. The use of fencing is encouraged for purposes of pet control. Pet control fencing shall be limited to a run or pen and shall be no higher than five (5) feet and shall be so located to prevent run-off of animal waste into any lake or adjoining property. A side Lot setback of thirty (30) feet will be required for all pet runs. The design and location of any fencing or entrance gates (decorative or restrictive) must be approved by the Committee prior to its erection and must conform to the List of Materials.

(b) The use of Accessory Buildings, in general, is discouraged, and will be subject to careful review by the Committee. Detached garages are approved only if their design enhances the overall design of the Dwelling Unit. Greenhouses, storage sheds, recreational structures, and other such structures, if contemplated, should be incorporated into the design of the Dwelling Unit. Specifications and siting of any proposed Accessory Building shall be submitted to the Committee for approval or rejection. All Accessory Buildings will be required to meet all applicable setback lines, plat restrictions and reservations, building codes and requirements herein.

(C) Review and Inspection.

(1) Final plans, or modification of same if requested by the Committee, must be submitted to the Committee for review, together with the then current review and inspection fee. Unless the Committee shall take formal action on the submitted plans (including modified plans) within thirty (30) days from the date of submission by the Owner, plans will be deemed accepted as submitted. The Committee may request modifications of the plans submitted and the Owners shall make such modification in a timely manner and submit the revision for inspection and review in like manner as aforesaid. The Committee shall keep one (1) set of these approved plans in its possession.

(2) As a required step in the review and approval process a site plan conforming to this document and all plat restrictions appearing of record in the Office of the Judge of Probate of Montgomery County, Alabama, and rules and regulations established by the City and/or County of Montgomery, or any other municipality exercising jurisdiction over said Subdivision, must be submitted to the Committee prior to commencement of construction. The Owner will be notified in writing of approval or rejection before construction may commence.

**ARTICLE VII
COMMON AREAS**

Section 7.1. Dedication of Lands for Common Areas. Developer may, by deed now recorded or to be recorded in the Office of the Judge of Probate of Montgomery County, Alabama, convey certain lands as Common Area for the use and enjoyment of the Owners and subject to the covenants, conditions, easements and restrictions contained herein.

Section 7.2. Maintenance of Common Areas and Common Equipment. The maintenance and improvements of the Common Areas shall be the responsibility and the expense of the Association, except as set forth in this Declaration to the contrary. There shall be no alteration or further improvements of the Common Areas without prior written approval of the Developer and/or Committee, or the votes of the Owners of 75% of the Lots in Bon Terre Subdivision; provided, however, that any alterations or improvements of the Common Areas bearing the approval in writing of Developer, and Lot Owners entitled to cast a majority of the votes in the Association may be done if the Owners who do not consent are relieved from the initial cost thereof. In this event, such Owners must pay their appropriate share of all future Common Area assessments. Developer will place on the rights-of-way dedicated by their respective plats certain street lighting, wiring and support equipment in accordance with the requirements of the governmental entity or entities exercising jurisdiction over the subdivision. Until such time as the maintenance department of the City of Montgomery, Alabama, or any other municipality or political subdivision, accepts maintenance responsibility for the Subdivision, the maintenance, repair, replacement and periodic power fees shall be paid by the Association. Notwithstanding the above to the contrary, until Developer has sold all Lots, Developer may make such alterations and improvements to the Common Areas as the Developer deems appropriate in Developer's sole judgment.

Section 7.3. Emergency Repairs. Association shall have a reasonable right of entry upon and across any Lot to make emergency repairs and do other work reasonably necessary for the proper maintenance of the Common Areas.

ARTICLE VIII COVENANTS FOR MAINTENANCE ASSESSMENT

Section 8.1. Creation of the Lien and Personal Obligation of Assessments. The Developer, for each Lot owned within the Properties, hereby covenants, and each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed is deemed to covenant and agree to pay to the Association (1) annual assessments or charges; and (2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made, which lien shall have the same validity and effect as a mortgage lien. Each such assessment, together with interest, costs and reasonable attorney's fees, shall also be the personal obligation of the person or other entity owning such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to their successors in title unless expressly assumed by them.

Section 8.2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety and welfare of the residents in the Properties and for the improvement and maintenance of the Common Area and Common Equipment.

Section 8.3. Annual Assessment. Until January 1 of the first year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment shall be Seven Hundred Twenty and 00/100 (\$720.00) Dollars per Lot.

(A) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased each year by the Board of Directors not more than twenty-five percent (25%) above the maximum assessment for the previous year without a vote of the membership.

(B) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased above twenty-five percent (25%) by a vote of the Owners of the Lots comprising two-thirds (2/3) of Bon Terre Subdivision by vote in person or by proxy, at a meeting duly called for this purpose.

(C) The Board of Directors of the Association may fix the annual assessment, payable on a monthly, quarterly, semi-annually or other periodic basis, at an amount not in excess of the annual maximum.

Section 8.4. Each Lot Owner to Pay Equal Share of Common Area Maintenance and Improvement Costs. It is the intent of this Declaration that the Owner of each Lot in Bon Terre Subdivision shall be equal assessments for maintenance or capital improvements (unless waived by Developer). It is further the intent of this Declaration that each Lot Owner shall pay an equal share of the Common Area assessments, regardless of whether the Lot is improved or unimproved, except that Developer shall not be required to pay periodic maintenance assessments or capital improvement assessments on any Lots it owns unless such Lot is purchased by Developer from a third party. For any Lot so purchased by Developer, Developer shall be required to pay periodic maintenance or capital improvement assessments on any Lots in Bon Terre then owned by Developer. Should any Owner own more than one Lot, including the fractional ownership of another Lot or Lots, such Owner shall pay pro-rata assessments for any such fractional ownership. (For example: If an Owner owns one Lot and 1/3 of the acreage in an adjoining Lot, such Owner shall pay periodic assessments in the amount of 133 1/3 % of that of a single Lot Owner.)

Notwithstanding anything herein stated to the contrary, Developer shall pay to or for the Association the lesser of (i) the actual costs and expenses for maintenance and capital improvements, (ii) the difference between the actual costs and expenses and capital improvements and assessments collected from other Lot Owners; or (iii) the assessments that would otherwise be payable if Developer paid the assessment on each Lot owned by Developer.

Section 8.5. Special Assessments for Capital Improvements. In addition to the periodic assessments authorized above, the Association may levy, in any assessment year, a special assessment(s) applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Areas, including fixtures and personal property related thereto, provided that any such assessment shall have the consent, in writing, of Developer, and the consent, in writing of the Owners of two-thirds (2/3) of the Lots in Bon Terre Subdivision.

Section 8.6. Assessments Fixed by Board of Directors Subject to Consent of Developer or Members. Developer reserves the right to maintain control of the Board of Directors of the Association until the sooner of (i) relinquishment of total control in writing by Developer; (ii) conveyance of more than 95% of the Lots in Bon Terre Subdivision; or (iii) twenty-five (25) years from date, at which time all assessments will be fixed by the Board of Directors subject to approval of the Owners of 75% of the Lots in the Subdivision. Subject to the provisions of control of members of the Board of Directors by Developer, the periodic assessments and special assessments for capital improvements shall be set as follows:

(A) The Board of Directors, at a meeting called for that purpose, will fix the maximum annual assessment, payable periodically, or fix special assessments for capital improvement payable within thirty (30) days of final approval of same.

(B) A meeting of the members will be held to approve the new assessment or special assessment. Written notice of any meeting called for the purpose of taking any action shall be sent to all members not less than twenty (20) days nor more than sixty (60) days in advance of the meeting. Voting and quorum shall be as provided in the Bylaws of the Association. Unless there is an increase of annual assessment payable periodically or a special assessment for capital improvements in excess of the amount set forth in Article VIII hereof, a simple majority of the members voting and present at any meeting properly called in which a quorum is present, shall be sufficient to approve the actions of the Board of Directors setting such assessment.

Section 8.7. Uniform Rate of Assessment. Both annual and special assessments shall be at a uniform rate for all Lots and may be collected on a periodic basis in accordance with the terms and provisions hereof.

Section 8.8. Date of Commencement of Annual Assessments – Due Dates. Subject to the exemption of the Developer from the requirements of this Section, the annual assessment for all other Lot Owners herein shall commence on the first day of the month next following the conveyance of the first Lot in Bon Terre to an individual or entity other than the Association. The first annual assessment shall be adjusted according to the number of complete months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors. The Association shall, upon demand and for a reasonable charge, furnish a certificate signed by an Officer of the Association setting forth whether the assessments on a specified Lot have been paid. A properly executed certificate of the Association as to the status of assessments on a Lot is binding upon the Association as of the date of its issuance.

Section 8.9. Effect of Nonpayment of Assessments – Remedies of the Association. Any assessment or charge provided for herein or provided for pursuant to the authority of the Association, which is not paid within thirty (30) days after the due date, shall bear interest from the due date at the rate of ten percent (10%) per annum. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property in accordance with the Code of Alabama, 1975, Section 35-10-1 et seq., as amended. The amount due by such member shall include the assessment or other charge, the cost of such proceedings, interest and a reasonable attorney's fee. The Association shall have the right to sell the property at a public auction after giving notice to the Owner by registered mail to the address of the property and by publication in a newspaper of general circulation in Montgomery County, Alabama at least once a week for three successive weeks prior to said sale. Further, at the time of giving notice of said proceedings, the Association may file a Notice of Lien in the Office of the Judge of Probate of Montgomery County, Alabama. No Owner may waive or otherwise escape liability for the assessments provided for in this Article or any other Article by non-use of the Common Area or abandonment of the Owner's Lot, or otherwise.

Section 8.10. Subordination of the Assessment Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any valid purchase money mortgage arising out of an arm's length transaction. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure proceedings shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. "Transfer" shall include any transfer to a lender or other person under a deed in lieu of foreclosure. No sale or transfer shall relieve the Lot or the Owner of same from liability for any assessments which thereafter become due or the Lot from the lien thereof.

Section 8.11. Exempt Property. All properties dedicated to and accepted by a local public authority, and all properties owned by a charitable or nonprofit organization exempt from taxation by the laws of the State of Alabama and the Common Areas of Bon Terre Subdivision shall be exempt from the assessments created herein, except that no land or improvements devoted to dwelling use shall be exempt from said assessments.

Section 8.12. Permissive Maintenance and Contributions by the Association.

(A) **Permissive Maintenance.** The Board of Directors of the Association, in addition to maintenance of Common Areas of the Association, including but not limited to the payment of all utilities used in connection with the Common Areas may, but will not be required, to pay the cost of any beautification and maintenance of lands, including any rights-of-way contained within Bon Terre Subdivision, or to maintain and beautify any other lands contiguous to Bon Terre Subdivision, with consent of the Owner of record of such lands.

(B) **Cooperation with Other Associations.** The Board of Directors of the Association may cooperate with the Boards of Directors or governing bodies of associations of contiguous or adjacent developments, whether within or without Bon Terre Subdivision, and take such actions as the Board of Directors deems proper and reasonable to beautify, make more secure and develop the subdivision.

(C) **Contributions.** The Board of Directors shall be authorized, but not required, to make contributions to volunteer fire departments and rescue departments, garbage collection services or any public or private organization which may render services of benefit to the Owners.

Section 8.13. Easements and Dedication of Streets.

(A) **Easements Requested by Developer.** Upon written request of Developer, the Association will grant easements across the Common Areas for use by Developer in development of Bon Terre Lands, provided that the cost of constructing and maintaining such easements are not required to be paid by the Association.

(B) **Easements in Favor of Utility Companies.** Additionally, the Association may grant easements across the Common Areas to public or private utilities, provided the Association receives consent for same by Developer.

(C) **Dedication of Common Areas for Public Use.** Additionally, the Association may dedicate portions of the Common Areas to the City or County of Montgomery, Alabama, or any other political entity, municipality or subdivision, which may exercise jurisdiction for public use and maintenance, provided the Association receives consent for same by Developer.

Section 8.14. Indemnification. The Association shall indemnify every officer, director and committee member of the Association and the Committee 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, director or committee member of the Association or the Committee. 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 or the Committee. 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.

Section 8.15. Bylaws of Bon Terre Homeowners Association, Inc. The Bylaws of the Association, once executed and recorded in the Office of the Judge of Probate of Montgomery County, Alabama, shall set specific provisions as to voting rights, designation of voting representatives, Board of Directors and member's meetings and the number of Directors on the Board of Directors, powers and duties of the Board of Directors, the Officers and physical management, including budgets and such other matters as may be contained in such Bylaws; except that SHOULD THERE BE ANY CONFLICT WITHIN THE PROVISIONS OF THESE DECLARATIONS AND THE BYLAWS FROM TIME TO TIME AMENDED, THE PROVISIONS OF THIS DECLARATION SHALL PREVAIL.

**ARTICLE IX
MISCELLANEOUS PROVISIONS**

Section 9.1. Security and Surveillance. Nothing contained herein shall constitute or be deemed to constitute a representation, warranty, assurance or promise to any Lot Owner or Lot Owners or to any person or persons that the Association or Developer will either now or in the future provide any security force or device to provide protection for Owners, Owner's property or any other persons or property located within Bon Terre Subdivision. In no event shall the Association or the Developer be obligated to or responsible for providing any security service or services, security devices or surveillance devices to provide protection for Owners, Owner's property or any other persons or property located within Bon Terre Subdivision. The Association and Developer shall not be responsible or liable for any damages or losses caused by any failure to provide any security or surveillance service or services, including security services, to provide protection for the persons or property located within Bon Terre. Furthermore, the provision of a guardhouse or any other property which could be used for security or surveillance purposes shall not constitute a promise or obligation on either the Association or Developer to provide security services or maintain security services either now or in the future. In the event that any security or surveillance service or device is provided by either the Association or the Developer, the Association or Developer shall be entitled to discontinue any such security service or services, or device or devices, at any time and from time to time, and neither the Association nor the Developer shall be responsible or liable for any losses or damages caused by such discontinuation of service. In no event shall either the Association or the Developer be responsible for any damages caused by any loss of property or injury caused to a person located within Bon Terre, which damage or injury is caused by theft, criminal activity or any other activity which could have been prevented by a security or surveillance service or device.

Section 9.2. Non-Reverter. Nothing contained herein is intended to or shall be construed to create a condition subsequent to or a possibility of reverter.

**ARTICLE X
GENERAL PROVISIONS**

Section 10.1. Amendment of Covenants, Conditions and Restrictions. The covenants, conditions and restrictions of this Declaration shall run with and be binding on the land and all parties and persons claiming under them for a period of twenty-five (25) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years unless terminated by an instrument signed by not less than seventy percent (70%) of the Lot Owners in Bon Terre Subdivision and joined in by Developer. This Declaration may be amended during the first twenty-five (25) year period by an instrument signed by not less than seventy percent (70%) of the Lot Owners in Bon Terre Subdivision, joined in by Committee or Developer if less than 95% of the Lots have been sold. After said twenty-five (25) year period, this Declaration may be amended by an instrument signed by not less than sixty-six and two-thirds percent (66 2/3 %) of the Lot Owners of Bon Terre Subdivision. "Lot Owners" shall mean and include Developer with respect to any and all Lots owned by Developer, and shall further include the Lot Owner of any and all additional lands in Bon Terre Subdivision. No further consents shall be required from any other person, entity or mortgagee or mortgagee's representative to effect a valid amendment to this Declaration. Any amendment must be recorded.

Notwithstanding anything herein stated to the contrary, Developer may modify and/or amend this Declaration or the Bon Terre Subdivision Plat in any way Developer may desire, without any other consent of the other property owners, at any time or times, so long as Developer owns more than 5% of the Lots in Bon Terre Subdivision; provided however, any such modification and/or amendment shall not apply to any Lots which have already been sold without the consent of the Owner of such Lots. Any amendment must be recorded in the Office of the Judge of Probate of Montgomery County, Alabama.

Section 10.2. Enforcement. The Association, Developer or any Owner shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provision of this Declaration. Failure by the Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 10.3. Authority for Actions. Developer is an Alabama limited liability company, as recorded in the Office of the Judge of Probate of Montgomery County, Alabama, on July 19, 2005 and appearing of record in Corporations Book 257, at Pages 777 through 782, inclusive. All actions required by Developer shall be taken by its authorized Member or Members, as the case may be.

Section 10.4. Severability. Invalidation of any one or more of these covenants or restrictions by judgment or court order shall in no way affect any of the provisions of these covenants, conditions and restrictions, nor any part of a partially invalidated provision, all of which shall remain in full force and effect.

Section 10.5. Indemnity for Damages. Each and every Lot Owner and future Lot Owner, in accepting a deed or contract for any Lot subject to this Declaration, agrees to indemnify Developer for any damage caused by such Owner to roads, streets, gutters, walkways or other aspects of public ways, including all surfacing thereon, or to water, drainage or storm sewer lines or sanitary sewer lines.

Section 10.6. Applicability of Covenants, Conditions, Restrictions and Easements. Whenever the term "owner" or "developer" or "declarant" is used herein, it shall include Lakeside Development & Construction Company, LLC, its successors and assigns. These covenants and restrictions touch and benefit all of the land reflected on the plat map as herein referenced and shall run with the land and shall be binding upon the land, Lakeside, all subsequent Lot Owners or land owners within subject plat area, their successors and assigns, the utilities referenced herein, either specifically or generally, and their successors and assigns. Invalidation of any of the foregoing covenants and restrictions, or parts thereof, shall in no way affect any other provision contained herein nor invalidated portion thereof. Lakeside reserves the right both for itself, its successors and assigns, to change, alter, modify or amend these protective covenants in accordance with terms, provisions and requirements hereof until such time as the operation of the Association is turned over to the Association by Lakeside pursuant to the Section hereof entitled "Amendment of Covenants, Conditions and Restrictions". Under no circumstances may these covenants be changed, modified, altered or amended without the written consent of Lakeside or its successors and assigns so long as Lakeside, its successors and assigns, continue to have operational control of the Association as more particularly set out in this Declaration.

Section 10.7. Committee Guidelines. The document entitled "Architectural Review Committee Guidelines for Bon Terre Subdivision" shall be and is hereby adopted and incorporated herein by reference as if fully set forth herein.

IN WITNESS WHEREOF, Lakeside Development & Construction Company, LLC, an Alabama limited liability company, has caused this Declaration to be executed by its duly authorized Member on this the 31st day of December, 2007.

LAKESIDE DEVELOPMENT & CONSTRUCTION COMPANY, LLC

By: James P. Owen
JAMES P. OWEN, Member

STATE OF ALA. MONTGOMERY CO.
I CERTIFY THIS INSTRUMENT WAS FILED ON
RLPY 03695 PG 0697-0709 2008 Jan 11 09:33AM
REESE MCKINNEY JR.
JUDGE OF PROBATE

STATE OF ALABAMA
MONTGOMERY COUNTY

I, the undersigned, a Notary Public in and for said County in said State, do hereby certify that James P. Owen, whose name is signed to the foregoing document as Member of Lakeside Development & Construction Company, LLC, an Alabama limited liability company, and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, he, as such Member and with full authority, executed same voluntarily for and as the act of said limited liability company on the day the same bears date.

GIVEN under my hand and seal this 31st day of December, 2007.

(SEAL)

Sharon Platt
NOTARY PUBLIC
MY COMMISSION EXPIRES: 11/25/2011

- 13 -
INDEX \$5.00
REC FEE \$32.50
CERT \$1.00
CHECK TOTAL \$38.50
68038 Clerk: SHAUNTE 09:37AM

STATE OF ALABAMA
COUNTY OF Montgomery



416-CAL
(05-2002)

Preparer's name and address:
(Return document to the BellSouth
address on back)

Dwight Rabun
440 O Lakechapee DR
MACON GEORGIA 31210
478 957 9595 cell

EASEMENT

For and in consideration of Four Thousand dollars (\$ 4,000⁰⁰) and other good and valuable consideration, the adequacy and receipt of which is hereby acknowledged, the undersigned owner(s) of the premises described below, hereinafter referred to as Grantor, do(es) hereby grant to BELLSOUTH TELECOMMUNICATIONS, INC., a Georgia Corporation, its licensees, agents, successors, assigns, and allied and associated companies, hereinafter referred to as Grantee, an easement to construct, operate, maintain, add, and/or remove such systems of communications, facilities, stand by generators and associated fuel supply systems as a means of providing uninterrupted service during commercial power outages, or related services as the Grantee may from time to time require upon, over, and under a portion of the lands described in Deed Book _____, page _____, Montgomery County, Alabama Records, and, to the fullest extent the grantor has the power to grant, upon, over, along, and under the roads, streets, or highways adjoining or through said property. The said easement is more particularly described as follows:

All that tract or parcel of land lying in Section N/w Corn NE 4 31, Township 16 N, Range 20 1/2, Meridian, _____, County, State of Alabama, consisting of a (strip) (parcel) of land App 1,200 ft

The following rights are also granted: the exclusive right to allow any other person, firm, or corporation to attach wires or lay cable or conduit or other appurtenances upon, over, and under said easement for communications or electric power transmission or distribution; ingress to and egress from said easement at all times; the right, but not the obligation, to clear the easement and keep it cleared of all trees, undergrowth, or other obstructions; the right, but not the obligation, to trim and cut and keep trimmed and cut all dead, weak, leaning, or dangerous trees or limbs outside the easement which might interfere with or fall upon the lines or systems of communication or power transmission or distribution; the right to relocate said facilities, systems of communications, or related services on said lands to conform to any future highway relocation, widening, or improvements, the right to test and maintain generators and associated equipment; and the right to allow any other person, firm, or corporation to provide for fuel/energy distribution to equipment placed on the site.

To have and to hold the above granted easement unto BellSouth Telecommunications, Inc., its licensees, agents, successors, assigns, and allied and associated companies forever and in perpetuity.

Grantor warrants that grantor is the true owner of record of the above described land on which the aforesaid easement is granted.

SPECIAL STIPULATIONS OR COMMENTS:

The following special stipulations shall control in the event of conflict with any of the foregoing easement:

Percolation is also granted to allow any other person, firm or corporation to provide for gas distribution to BellSouth
equipment placed on the site

Bellsouth shall NOT INSTALL CASINETS UNTIL Sept 15th

In witness whereof, the undersigned has/have caused this instrument to be executed on the 10th day of May, 2006

Signed, sealed and delivered in the presence of:

R. Dwight Rabe
Witness

Sharon Platt
Witness

Lakeside Development & Construction LLC
Owner: L.S.

[Signature]
Owner:

State of Georgia, County of _____

I, _____ do hereby certify that _____
personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal in the County and State last aforesaid this _____ day of _____

Notary Public _____

My Commission Expires: _____

Grantor's Address:

Grantee's Address:
BellSouth Telecommunications, Inc.

See PLAT BK
SD Pg 158
Dtd 5/30/06

TO BE COMPLETED BY BELL SOUTH TELECOMMUNICATIONS, INC.

District	FRC	Wire Center/COC	Authority
Drawing	Area Number	Plot Number	RWID
Approval	Title		

INDEX	\$5.00
REC FEE	\$5.00
CERT	\$1.00
DEED TAX	\$4.00
CASH TOTAL	\$15.00
23143	

Clerk: RITA 08:55AM



STATE OF ALA. MONTGOMERY CO.
I CERTIFY THIS INSTRUMENT WAS FILED ON
RLPY 03325 PG 0388-0389 2006 May 30 08:52AM
REESE MCKINNEY JR.
JUDGE OF PROBATE

STATE OF ALABAMA

MONTGOMERY COUNTY

**First Amendment to Declaration of Protective Covenants,
Conditions, Restrictions and Easements for Bon Terre Subdivision**

THIS FIRST AMENDMENT TO DECLARATION OF PROTECTIVE COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR BON TERRE SUBDIVISION (the "Amendment") is made this 9th day of December, 2010, by AES Industries, Inc., an Alabama corporation ("AES"), and Stone Martin Builders, LLC, an Alabama limited liability company ("Stone Martin").

RECITALS:

A. Pursuant to the Declaration of Protective Covenants, Conditions, Restrictions and Easements for Bon Terre Subdivision, dated December 31, 2007, recorded January 11, 2008, in the Office of the Judge of Probate of Montgomery County, Alabama, in Real Property Book 3695, at Page 0697 (the "Declaration"), Lakeside Development & Construction Company, LLC, an Alabama limited liability company, imposed certain restrictions on the Bon Terre Lands, as such term is defined in the Declaration. Terms capitalized herein, but not defined herein, shall have the meaning ascribed to them in the Declaration.

B. AES is the fee simple owner of all the Bon Terre Lands except for proposed Lot 7, proposed Lot 8, and Lots 14, 15, 16, 17, 18, 35, 60, 120, 121, 122, 140, 146, 147, 148 and 149 according to the Map of Bon Terre Subdivision Plat No. 1A, as said Map appears of record in the Office of the Judge of Probate of Montgomery County, Alabama, in Plat Book 52, at Page 46 ("Plat"). Stone Martin is the fee simple owner of Lots 14, 15, 16, 17, 18, 120, 122, 147, 148 and 149 according to the Plat.

C. Simultaneously with filing this Amendment in the Office of the Judge of Probate of Montgomery County, Alabama, AES is forming the Bon Terre Homeowner's Association, Inc. by filing Articles of Incorporation and bylaws for such corporation attached hereto as Exhibit A and Exhibit B.

D. Section 10.1 of the Declaration provides in part that the Declaration may be amended by an instrument signed by not less than seventy percent (70%) of the Lot Owners. AES and Stone Martin own more than seventy percent (70%) of the Lots and desires to amend the Declaration as provided herein.

AGREEMENT:

NOW, THEREFORE, in consideration of One Dollar (\$1.00) and other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, AES hereby amends the Declaration as follows:

1. The Recitals set forth above are true and correct, are made a part hereof and incorporated herein by reference.

2. Any and all rights reserved or granted to Developer under the Declaration are hereby granted and reserved unto AES.

3. The first sentence of Section 5.3 Minimum Square Footage of Building Lot and Improvements is hereby deleted in its entirety and replaced with the following:

“No plans will be approved unless the proposed house will have the minimum required floor area of 2,600 square feet of enclosed dwelling space, finished for year-round dwelling purposes except for Lots 14-39 and Lots 92-99 which Lots must have the minimum required floor area of 2,000 square feet of enclosed dwelling spaces, finished for year-round dwelling purposes.”

4. The second sentence of Section 5.9 Fences, Walls, Etc. is hereby deleted in its entirety and replaced with the following:

“Chain link or wire fences are not allowed except for black coated chain link fences.”

5. Section 5.17 Owner’s Maintenance of Property is hereby amended by adding the following at the end of the existing text:


“Grass with a height greater than six (6) inches will be cut by the Association and the Owner will be billed for such services. No notice will be given to an Owner by the Association prior to the Association taking such action. Any painted surface deemed to be dull or weathered by the Association must be corrected within ninety (90) days of notice from the Association to the Owner.”

6. Section 5.18 Interior and Exterior Décor is hereby amended in part to add the following at the end of the existing text:

“Window treatments shall be limited to blinds or curtains. Under no circumstances, shall sheets or reflective foil be allowed on windows. Any changes to the exterior décor of a home subsequent to its initial construction must be approved by the Committee.”

7. Section 5.21 Commercial Trucks is hereby amended in part to add the following at the end of the existing text:

“or for any construction vehicles during construction on any such Lot.”

8. Section 5.51  Animals is hereby deleted in its entirety and replaced with the following:

“No animals, livestock, poultry, reptiles or insects of any kind shall be raised, bred, or kept on any Lot except that no more than two (2) dogs or cats may be kept as domestic pets provided that they are not kept, bred or maintained for any commercial purposes. No doghouses shall be permitted unless the Committee approves the location, size and design. The breed of dog known as pit bull and rottweiler will not be allowed.”

9. The second sentence of Section 6.1 (B) Design Criteria (1) Design of the Main Dwelling Unit: (b) is hereby deleted in its entirety and replaced with the following:

“The roof pitch shall be a minimum of seven (7) on twelve (12) unless otherwise approved by the Committee.”

10. Section 6.1 (B) Design Criteria (1) Design of Main Dwelling Unit (f) is hereby added in its entirety as follows:

“No vinyl siding shall be allowed except vinyl siding may only be used for soffit and porch or carport ceilings.”

11. Section 6.1 (B) Design Criteria (1) Design of Main Dwelling Unit (g) is hereby added in its entirety as follows:

“Roof stacks, vents and other penetrations shall only be allowed on the roof not facing the street in the front of the residence.”

12. Section 6.1 (B) Design Criteria (2) Fences and Accessory Structures (a) is hereby deleted in its entirety.

13. The second paragraph of Section 8.4 Each Lot Owner to Pay Equal Share of Common Area Maintenance and Improvement Costs is hereby deleted in its entirety and replaced with the following:

“It is the intent of this Declaration that the Owner of each Lot in Bon Terre Subdivision shall be equal assessments for maintenance or capital improvements (unless waived by AES). It is further the intent of this Declaration that each Lot Owner shall pay an equal share of the Common Area assessments, regardless of whether the Lot is improved or unimproved, except that neither AES nor Stone Martin shall be required to pay periodic maintenance assessments or capital improvement assessments on any Lot either owns. Should any Owner own more than one Lot, including the fractional ownership of another Lot or Lots, such Owner shall pay pro-rata assessments for any such fractional ownership. (For example: If an Owner owns one Lot and 1/3 of the acreage in an adjoining Lot, such Owner shall pay periodic assessments in the amount of 133 1/3% of that of a single Lot Owner.)”

14. The first sentence of Section 8.6 Assessments Fixed by Board of Directors Subject to Consent of Developer and Members is hereby deleted in its entirety and replaced with the following:

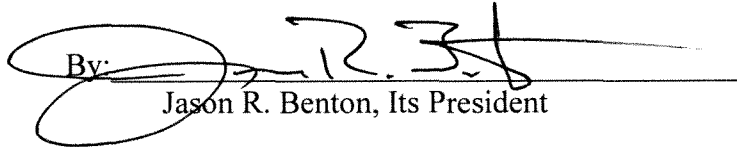
“AES reserves the right to maintain control of the Board of Directors of the Association until the later of (i) relinquishment of total control in writing by AES; (ii) conveyance of more than 95% of the Lots in Bon Terre Subdivision by AES; or (iii) twenty-five (25) years from date, at which time all assessments will be fixed by the Board of Directors.”

15. The Declaration, as amended herein, is hereby ratified and confirmed by AES and remains, as amended, in full force and effect.

[EXECUTION BEGINS ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, AES has caused this Amendment to be executed by its duly authorized officer as of the date first written above.

OWNER of more than 70% of the Lots:
AES INDUSTRIES, INC., an Alabama corporation

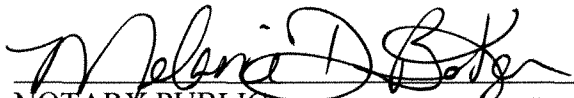
By: 
Jason R. Benton, Its President

STATE OF ALABAMA)
 :
MONTGOMERY COUNTY)


I, the undersigned authority, a Notary Public in and for said State and County, hereby certify that **Jason R. Benton**, whose name as **President** of **AES INDUSTRIES, INC.**, an Alabama corporation, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he, as such officer and with full authority, executed the same voluntarily, for and as the act of said corporation.

Given under my hand and official seal, this 8th day of December, 2010.

(SEAL)


NOTARY PUBLIC NOTARY PUBLIC STATE OF ALABAMA AT LARGE
My Commission Expires: MY COMMISSION EXPIRES: Aug 15, 2012
 BONDED THRU NOTARY PUBLIC UNDERWRITERS

STONE MARTIN BUILDERS, LLC,
an Alabama limited liability company


By: 
Bryan Stone, Its Manager

STATE OF ALABAMA)
 :
MONTGOMERY COUNTY)

I, the undersigned authority, a Notary Public in and for said State and County, hereby certify that Bryan Stone, whose name as Manager of **STONE MARTIN BUILDERS, LLC**, an Alabama limited liability company, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he, as such officer and with full authority, executed the same voluntarily, for and as the act of said limited liability company.

Given under my hand and official seal, this 8th day of December, 2010.

(SEAL)


NOTARY PUBLIC NOTARY PUBLIC STATE OF ALABAMA AT LARGE
My Commission Expires: Aug 15, 2018
 BONDED THRU NOTARY PUBLIC UNDERWRITERS

The instrument prepared by and
after recordation, please return to
William I. Eskridge, Esq.
Rushton, Stakely, Johnston & Garrett, P.A.
P.O. Box 270
Montgomery, Alabama 36101

EXHIBIT A