



## **Declaration of Protective Covenants, Conditions and Restrictions**

By adoption of this plat, W.S. Newell, Inc., a corporation (and/or K&S/G&G Joint Venture, an Alabama general partnership); (or K&S Development, Inc., an Alabama corporation), owner of all of the lots embraced herein, and Arrowhead Golf and Country Club, a corporation, owner of adjacent land, hereby grants to Dixie Electric Cooperative, Inc., South Central Bell Telephone Company and Alabama Gas Corporation, their successors and assigns, or other appropriate public or quasipublic utilities, the easements along and over all of the lots and property reflected hereon together with the right to construct, install, operate and maintain, along said easements, all conduits, cables, trans closures and other appliances and said facilities useful or necessary in connection therewith, for the underground transmission and distribution of electrical power, underground communication services, and natural gas service, upon, under and across said easements. Also granted hereby is the right to install and maintain underground service laterals from said easements to serve the building or buildings on each lot herein. Arrowhead Golf and Country Club, a corporation, owner of adjoining land on which said easements are shown, joins in the execution of this instrument solely for the purpose of granting the foregoing easements and hereby agreeing to restrict fencing of its property along the golf course and/or waterway adjacent to lots in this plat in accordance with the same standards set forth in the Architectural Review Committee Guidelines and not otherwise.

**Castle Pines Only:** K&S hereby grants to Towne Lake Homeowners Association, Inc. ("Association"), its successors and assigns, an easement over, under, along and across the "5' Fence Easement" shown on the plat (5' Fence Easement) for the purposes of installing, maintaining, improving, repairing, rebuilding, and replacing a fence, together with access thereto over the 20' Access & Utility Easement shown hereon. The Association, for itself and its successors and assigns, covenants and agrees to maintain the fence installed within the 5' Fence Easement in good, presentable condition. The Association, through its Board, will assess a special assessment, from time to time, on the owners of all lots in the plat to cover the costs and expenses of maintaining, repairing and replacing the fence within the 5' Fence Easement. Each special assessment assessed pursuant to this subparagraph to cover such costs and expenses shall be subject to the terms and provisions of paragraph 21 hereinbelow that are applicable to the other assessments set forth therein.

K&S hereby reserves, creates and grants to each owner of Lots 1 thru 17, Block A, both inclusive, shown hereon a non-exclusive easement appurtenant to each lot for ingress and egress for the use and benefit of each of the said owners, their heirs, successors and assigns, parties in privity with the owners, and invitees of the owners, over and across the three 26' Access Easements and the 20' Access and Utility Easement as shown on this plat. The Association shall have the responsibility of maintaining, repairing and replacing all or any portion of the improvements for access on and within said easement. In addition to the assessments provided in paragraph 21 hereinbelow, the Association, through its Board, may assess a special assessment, from time to time, on the owners of said lots 1 thru 17, Block A, both inclusive, to cover the costs and expenses of maintaining, repairing and replacing such improvements for access on and within said easement. Each special assessment assessed pursuant to this paragraph to cover such costs and expenses shall be subject to the terms of paragraph 21 hereinbelow that are applicable to the other assessments set forth therein. There shall be no vehicle parking within the three 26' Access Easements and the 20' Access and Utility Easement.

K&S hereby creates and grants unto the owners of the lots in the plat an easement appurtenant to each lot in

the plat for the purpose of discharging, draining and spilling surface and storm water from the lots in the plat onto Parcel B shown on the plat.

By the adoption of this plat, W.S. Newell, Inc., a corporation (and/or K&S/G&G Joint Venture, an Alabama general partnership); (or K&S Development, Inc., an Alabama corporation), owner of all of the lots embraced herein, hereby adopts the following protective covenants and imposes them upon the property comprising the said plat and upon all portions therein. These protective covenants shall run with the land and shall be binding on all parties or legal entities and on all persons or legal entities claiming under them for a period of twenty-five (25) years from the date of the recording of this plat, after which time said covenants shall be automatically extended for successive periods often years unless an instrument, signed by a majority of the then owners of the lots located herein, has been recorded, agreeing to change said covenants, in whole or in part. Enforcement of these protective covenants shall be by proceedings at law or in equity against the person, persons, or legal entities violating or attempting to violate any of these covenants. Said action may be either to restrain violation or to recover damages therefore. Invalidation of any one of these covenants, or any portion thereof, by judgment or court order, shall in no wise effect any one of the other provisions or other portions thereof, which shall remain in full force and effect.

1. **Towne Lake Plat 1; Green Chase Plat 1, Plat 2; and Castle Pines Plat 1:** No lot shall be used except for single-family residential purpose, provided that lots AA and BB may be used for entranceway signage and landscaping.

**Towne Lake Plat 2, Plat 3, Plat 4, Plat 5, Plat 7; Green Chase Plat 3:** No lot shall be used except for single-family residential purpose.

**Towne Lake Plat 6:** No lot shall be used except for single-family residential purpose, provided that lot 79, Block B may be used for entranceway signage and landscaping.

2. No buildings, or additions thereto, shall be erected, altered, placed or permitted to remain on any lot herein other than one detached single-family dwelling not to exceed two stories in height, except that a third story shall be permitted if it is designed in such fashion as to fit within the normal roof-line of a two story structure in the area that would normally be considered attic area, with all construction being subject to prior review and approval of the Architectural Review Committee as hereinafter set out (hereinafter referred to as "ARC").
3. **Towne Lake Plat 1:** Each residence constructed within this plat shall have a minimum square footage of air conditioned and heated living area of at least 2200 square feet, exclusive of open porches, attached garages or other non-living areas, or, in the case of any residence to be constructed having more than one story, the same must have a minimum ground floor living area of at least 1400 square feet. All lots within this plat must have and continue to have a minimum of one-hundred (100) feet frontage at the building setback line, unless a lesser amount is reflected on this original plat, in which case the minimum foot frontage at the building setback line shall be as reflected on this original plat.

**Towne Lake Plat 2:** Each residence constructed within this plat shall have a minimum square footage of air conditioned and heated living area of at least 2200 square feet (exclusive of Lots 1 through 12, Block B, which shall have at least 2400 square feet), exclusive of open porches, attached garages or other non-living areas, or, in the case of any residence to be constructed having more than one story, the same must have a minimum ground floor living area of at least 1400

square feet. All lots within this plat must have and continue to have a minimum of one-hundred (100) feet frontage at the building setback line, unless a lesser amount is reflected on this original plat, in which case the minimum foot frontage at the building setback line shall be as reflected on this original plat.

**Towne Lake Plat 3:** Each residence constructed within this plat shall have a minimum square footage of air conditioned and heated living area of at least 2400 square feet (exclusive of Lots 32 through 46 Block A, which shall have at least 2200 square feet), exclusive of open porches, attached garages or other non-living areas, or, in the case of any residence to be constructed having more than one story, the same must have a minimum ground floor living area of at least 1400 square feet. All lots within this plat must have and continue to have a minimum of one-hundred (100) feet frontage at the building setback line, unless a lesser amount is reflected on this original plat, in which case the minimum foot frontage at the building setback line shall be as reflected on this original plat.

**Towne Lake Plat 4, Plat 7:** Each residence constructed within this plat shall have a minimum square footage of air conditioned and heated living area of at least 2400 square feet, exclusive of open porches, attached garages or other non-living areas, or, in the case of any residence to be constructed having more than one story, the same must have a minimum ground floor living area of at least 1400 square feet. All lots within this plat must have and continue to have a minimum of one-hundred (100) feet frontage at the building setback line, unless a lesser amount is reflected on this original plat, in which case the minimum foot frontage at the building setback line shall be as reflected on this original plat.

**Towne Lake Plat 5:** Each residence constructed within this plat shall have a minimum square footage of air conditioned and heated living area of at least 2200 square feet, exclusive of open porches, attached garages or other non-living areas, or, in the case of any residence to be constructed having more than one story, the same must have a minimum ground floor living area of at least 1400 square feet. All lots within this plat must have and continue to have a minimum of one-hundred (100) feet frontage at the building setback line, unless a lesser amount is reflected on this original plat, in which case the minimum foot frontage at the building setback line shall be as reflected on this original plat.

**Towne Lake Plat 6:** Each residence constructed within this plat shall have a minimum square footage of air conditioned and heated living area of at least 2600 square feet, exclusive of open porches, attached garages or other non-living areas, or, in the case of any residence to be constructed having more than one story, the same must have a minimum ground floor living area of at least 2000 square feet. All lots within this plat must have and continue to have a minimum of one-hundred (100) feet frontage at the building setback line, unless a lesser amount is reflected on this original plat, in which case the minimum foot frontage at the building setback line shall be as reflected on this original plat.

**Green Chase Plat 1:** Each residence constructed within this plat shall have a minimum square footage of air conditioned and heated living area of at least 1600 square feet, exclusive of open porches, attached garages or other non-living areas, or, in the case of any residence to be constructed having more than one story, the same must have a minimum ground floor living area of at least 1400 square feet. All lots within this plat must have and continue to have a minimum of fifty-five (55) feet frontage at the building setback line, unless a lesser amount is reflected on this original plat, in which case the minimum foot frontage at the building setback line shall be as

reflected on this original plat.

**Green Chase Plat 2:** Each residence constructed within this plat shall have a minimum square footage of air conditioned and heated living area of at least 1800 square feet, exclusive of open porches, attached garages or other non-living areas, or, in the case of any residence to be constructed having more than one story, the same must have a minimum ground floor living area of at least 1400 square feet. All lots within this plat must have and continue to have a minimum of sixty (60) feet frontage at the building setback line, unless a lesser amount is reflected on this original plat, in which case the minimum foot frontage at the building setback line shall be as reflected on this original plat.

**Green Chase Plat 3; Castle Pines:** Each residence constructed within this plat shall have a minimum square footage of air conditioned and heated living area of at least 3800 square feet, exclusive of open porches, attached garages or other non-living areas, or in the case of any residence to be constructed having more than one story, the same must have a minimum ground floor living area of at least 1400 square feet. All lots within this plat must have and continue to have a minimum of fifty-five (55) feet frontage at the building setback line, unless a lesser amount is reflected on this original plat, in which case the minimum foot frontage at the building setback line shall be as reflected on this original plat.

4. No building or addition thereto shall be erected, altered, placed on any lot until and unless the construction plans and specifications and a plan showing the location of the structure on the lot have been approved by the ARC, in all respects. No fence or wall shall be erected or placed on any lot nearer to any street than the minimum setback lanes of said lot unless similarly approved by the ARC. The ARC must approve any and all aspects of any and all construction and improvements on each lot within the plat herein set out. Each request for approval must be accompanied by a payment of \$50.00 to the ARC, along with two sets of plans for the proposed construction, renovation, improvement or other action requiring ARC approval, one set of plans will be retained by the ARC and one set will be returned to the builder or lot owner. The ARC will establish its own requirements, procedures, policies, and time frames, which requirements shall be available, on request, to lot owners, their architects, or builders. All approvals by the ARC must be in writing, and dated, and must be signed by a minimum of two members of the ARC, and where plans and specifications are required said approval should be reflected on a copy of the plans and specifications submitted to the ARC for approval. The ARC may, in its unrestricted discretion, reduce, increase or waive the approval fee in the event the approval sought is not for new home construction or a major renovation or addition and the ARC may periodically modify or amend its requirements, but in no event shall its requirements be less restrictive than these protective covenants otherwise require. The ARC may set site standards, building design and materials standards, building construction standards, and other standards that it deems appropriate (all such standards being sometimes referred to as "Architectural Review Committee Guidelines"). Approval of any plans or the setting of any requirement for approval shall not and does not constitute any representation or guaranty of safety or architectural integrity, by the ARC, which instead, shall be the sole responsibility of each lot owner. The ARC shall be appointed by the Board of Directors of the Towne Lake Homeowner's Association, Inc., hereinafter referred to as the "Association", which will be organized as a part of this over-all development.
5. **Towne Lake Plat 1:** No building shall be located on any lot nearer to the front lot line or nearer to the side street line than the minimum building setback lines shown on the recorded plat. No principle building shall be located nearer than twelve (12) feet to side lot lines. For the purposes of

this covenant, eaves, steps, stoops or entrance platforms, and ornamental planting boxes shall not be considered as a part of a building, provided, however, that this shall not be construed to permit any portion of a building on any lot to encroach on, under, or above any other lot.

**Towne Lake Plat 2, Plat 3, Plat 4, Plat 5, Plat 6, Plat 7:** No building shall be located on any lot nearer to the front lot line or nearer to the side street line than the minimum building setback lines shown on the recorded plat. No principle building shall be located nearer than twelve (12) feet to side lot lines, except that a 5-foot minimum side yard shall be permitted for a garage. For the purposes of this covenant, eaves, steps, stoops or entrance platforms, and ornamental planting boxes shall not be considered as a part of a building, provided, however, that this shall not be construed to permit any portion of a building on any lot to encroach on, under, or above any other lot.

**Green Chase Plat 1, Plat 2, Plat 3, Castle Pines:** No building shall be located on any lot nearer to the front lot line or nearer to the street line than the minimum building setback lines shown on the recorded plat. No principle building shall be located nearer than ten (10) feet to any other principle building. There shall be a minimum of ten (10) feet of separation between principle building and adjoining lots, which area shall be available as a limited easement for roof eave overhangs, water drainage, and principle building maintenance as herein provided. In the event one principle building shall be built on or within ten (10) feet of its lot line, the principle building on the adjoining lot shall not be less than ten (10) feet from the outside wall of such principle building. The land surface area between such principle building (not to exceed more than ten (10) feet from the lot line) shall be subject to an easement for the use of the abutting owners, their agents, employees and invitees for the purpose of maintenance and decoration of their respective improvements and said ten (10) feet from the outside wall of such principle building shall also serve as a temporary construction easement during the construction period of new homes, at reasonable times during daylight hours, and for the drainage of water from the lots and the roof of the buildings. Also, the abutting owners shall have an easement over the adjoining property not to exceed three (3) feet from the outside wall of such principle building for the eaves of the principle building roof and the discharge of water therefrom. Except as specified herein, the abutting owner shall not have rights of ingress and egress and lot owners may fence, landscape and improve such area so long as drainage of water from said premises is not unreasonably impeded. For the purposes of this covenant, eaves, steps, stoops or entrance platforms, and ornamental planting boxes shall not be considered as a part of a building, provided, however, that this shall not be construed to permit any portion of a building on any lot to encroach on, under, or above any other lot.

6. **Towne Lake Plat 1, Plat 2, Plat 3, Plat 4, Plat 5, Plat 6, Plat 7:** The lots shown on this plat may be further modified for the purpose of increasing the size of adjacent lots, however, no additional building lots may be created by a modification of the lots shown hereon by resubdivision thereof, provided that any relocated interior lot line shall not be nearer than twelve (12) feet to any part of any dwelling, exclusive of overhangs, and provided that no lot shall be reduced so as to reduce its size at the minimum setback line to less than one-hundred (100) feet frontage on said line. In the event of any resubdivision of any lot shown on this map, the tract so constituted shall be considered as and referred to as one lot for the purpose of these covenants and these covenants shall apply the same as if said tract has been platted as one lot on this plat. Should the owner of two adjacent lots desire to build and maintain dwelling on both lots, then the side lot restrictions shall apply only to the extreme side lines of the combined lots.

**Green Chase Plat, Plat 3, Castle Pines:** The lots shown on this plat may be further modified for the purpose of increasing the size of adjacent lots, however, no additional building lots may be created by a modification of the lots shown hereon by resubdivision thereof, provided that any relocated interior lot line shall not be nearer than ten (10) feet to any part of any dwelling, exclusive of overhangs, and provided that no lot shall be reduced so as to reduce its size at the minimum set back line to less than fifty-five (55) feet frontage on said line. In the event of any resubdivision of any lot shown on this map, the tract so constituted shall be considered as and referred to as one lot for the purpose of these covenants and these covenants shall apply the same as if said tract has been platted as one lot on this plat. Should the owner of two adjacent lots desire to build and maintain dwelling on both lots, then the side lot restrictions shall apply only to the extreme side lines of the combined lots.

**Green Chase Plat 2:** The lots shown on this plat may be further modified for the purpose of increasing the size of adjacent lots, however, no additional building lots may be created by a modification of the lots shown hereon by resubdivision thereof, provided that any relocated interior lot line shall not be nearer than ten (10) feet to any part of any dwelling, exclusive of overhangs, and provided that no lot shall be reduced so as to reduce its size at the minimum set back line to less than sixty (60) feet frontage on said line. In the event of any resubdivision of any lot shown on this map, the tract so constituted shall be considered as and referred to as one lot for the purpose of these covenants and these covenants shall apply the same as if said tract has been platted as one lot on this plat. Should the owner of two adjacent lots desire to build and maintain dwelling on both lots, then the side lot restrictions shall apply only to the extreme side lines of the combined lots.

7. Easements for installation and maintenance of utilities and private drainage and access are reserved as shown on this plat. The easement area shall be maintained continuously by the owner of the respective lot, except for those improvements for which a public authority or utility company is responsible.
8. The owner of the lots within this subdivision will not erect or grant to any person, firm, or corporation, 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, or telephone service on said real estate (except such poles and overhead facilities as may be required at those places where distribution facilities enter and leave said subdivision). Nothing herein shall be construed to prohibit overhead street lighting fixtures, or ornamental yard lighting where such is serviced by underground wires or cables.
9. No separate garages or out-buildings or auxiliary structures of any kind or nature, except ornamental landscape structures shall be erected or allowed to occupy any portion of any lot and no such building shall be constructed, used or occupied prior to the construction of the main house structure, except such as may be used in storing tools and materials for the construction of the main house. Any such structure must be approved in writing by the ARC. No metal storage buildings shall be allowed.
10. No noxious or offensive trade or activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighbors or the neighborhood.
11. No structure of a temporary character (trailer, tent, mobile home; motor home, basement, shack,

garage, barn or other out-building or auxiliary structure) shall be used at any time as a residence, either temporarily or permanently.

12. No sign of any kind shall be displayed visible to the public view on any lot except one professional sign advertising the property for sale or rent, which shall be the approved Towne Lake sign purchased through representatives of the developers or the Association. In the case of signs used by a builder to advertise the property during the construction and sales period, only the Towne Lake approved sign shall be used.
13. No oil drilling, oil development operations, oil refining, 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.
14. No animals, livestock, 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, 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.
15. 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 line 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.
16. Additional general covenants and restrictions:
  - (a) **Garages:** Garages must open toward the interior lot line unless otherwise approved by the ARC. Garage doors must remain closed except when vehicles are entering and/or exiting the garage.
  - (b) **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. Storing automobiles, trucks, campers, boats, snowmobiles, motorcycles, motorbikes or any other vehicle of any other description in the street, driveway, yards of residences, in front of the principle building setback lines, is specifically prohibited. Such vehicles must be stored in garages. Vehicle parking in grass shall not be permitted.
  - (c) **Use of property:** No previously approved structure shall be used for any purpose other than that for which it was originally designed and approved.
  - (d) **Recreational vehicles:** No boat, boat trailer, house trailer, horse trailer, trailer, camper, motor home or any similar items shall be stored on or at any lot for a period of time in excess of twenty-four (24) hours, unless the same are housed in a carport or garage, or parked beyond the rear line of the home constructed on subject lot and otherwise screened so that said item cannot be seen from any adjoining street or the adjacent and surrounding property, and any such parking facility or area must receive prior approval of the ARC.

- (e) **Commercial trucks:** No commercial truck, vehicle or equipment shall be permitted to be parked or to be stored at any place on subject property. This prohibition on parking and storage shall not apply to temporary parking of trucks and/or commercial vehicles used for pick-up and delivery.
- (f) **Additional Remedies for vehicle and/or recreational equipment violations:** Any such vehicle or recreational equipment parked in violation of these or 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 or recreational equipment, if the violation of said restrictions remains for a period of more than twenty-four (24) hours. The Association shall not be liable to the owner of such vehicle or recreational equipment, nor to the respective lot owners, for trespass, conversion or otherwise, nor guilty of any criminal or quasicriminal act 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.
- (g) **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 disabled vehicles within the property must be completed within twenty-four 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.
- (h) **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. 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 pick up is to be made, at such place on the property to provide access to persons making such pick up. At all other times such containers shall be stored in such manner so that they cannot be seen from adjacent and surrounding property. The ARC, 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.
- (i) **Business activity:** No profession or home industry or other commercial venture shall be conducted in or on any part of the property or in any improvements thereon. The Board of Directors of the Association, thereafter 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 that such

authorized or permitted activity is unreasonably interfering with the rights of the subdivision in general or any individual lot owner within said 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, or other public building, including non-profit or charitable institutional use.

- (j) **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 ARC.
- (k) **Pipes and clotheslines:** No water pipes, gas pipes, sewer pipes, drainage pipes or clotheslines may be installed or maintained on the property so as to be visible from adjoining property or public view except hoses and movable pipes used for temporary irrigation purposes.
- (l) **Real estate office or subdivision office:** The declarant may, in declarant's sole discretion, use any lot within Towne Lake 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 Towne Lake 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.
- (m) **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 thereto.
- (n) **Mailboxes:** The design of all mailboxes must be approved by the ARC and said ARC may establish a common design and a required location for all mailboxes, so long as compatible with the requirements of the United States Postal Service. The approved mailbox is not to be installed until after the final landscaping is complete. If required by the ARC, 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 ARC. 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.
- (o) **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 ARC may authorize any lot owner, with respect to his or her 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 ARC must be in writing and each case and each request shall be reviewed on its own merits and the ARC shall have unrestricted discretion and neither the granting of similar requests for other lot owners nor the approval and consent of adjoining lot owners shall in any way be a determinative influence on the decision of the ARC.

(p) **Prohibited uses:** No person shall, without the written approval of the Association or the ARC, 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, 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 ARC; (5) discharge any liquid or other materials other than natural water drainage into any lake, pond or water course; (6) alter or obstruct any lakes, ponds or water courses or (7) interfere with any water control structures or apparatus. Nor shall any person 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 ARC.

(q) **Fences and Walls:** All fences and walls must be approved by the ARC (see ARC guidelines).

(r) **Landscape:** Minimum landscaping requirements called for in the ARC guidelines will be maintained at all times. Landscapes and yards will be maintained as to enhance the aesthetic beauty of the neighborhood.

17. In order to beautify said subdivision for the benefit of all lot owners and to permit the utility companies to install underground utility services to each house in said subdivision, no owner of any lot within such subdivision will commence construction of any house on any lot until such owner (1) notifies the 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 his, her or its own 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.
18. When electric services are requested and supplied by Dixie Electric Cooperative, Inc., (DEC) 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 DEC underground system. Nothing herein shall be construed to prohibit overhead street lighting or ornamental yard lighting where serviced by underground wires or cables. A perpetual ten (10) foot exclusive easement is reserved to DEC, its successors 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 DEC, DEC will provide 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, at a location on the exterior of each house which will be determined by DEC and subsequent to owners completion of excavation work necessary in connection therewith, will notify DEC to install the underground service lateral extending from the incoming service point to the outdoor metering trough of said house. DEC, their successors and assigns, will retain title to the underground service lateral and outdoor metering trough (exclusive of circuit breakers) servicing each said house, and said service entrance facilities provided by DEC will not in any way be considered a fixture or fixtures and thereby a part of said real estate, but will remain movable

personal property belonging to said DEC, their successors and assigns, and will be subject to removal by DEC, their successors and assigns. Similar agreements may be reached with other utility providers and in such event the declarant may similarly obligate the property throughout the subdivision and each lot described in this plat and the property owners thereof.

19. See ARC Guidelines for use of satellite antenna disks.
20. There will be a Homeowner's Association, which will be identified as the Towne Lake Homeowner's Association, Inc., hereinbefore and after referred to as the "Association", in which the owners of each lot are entitled to participate having one vote per residential lot, and to which the owners of each lot shall be obligated, by ownership of said lot to be a member thereof, and shall be obligated to pay an annual base assessment and any other special assessments that may be assessed by said Association or its governing body. Said Association shall primarily be responsible for the installation and maintenance of areas of common responsibility (common areas) within areas of the overall subdivision, known as Towne Lake (which areas may include areas outside the lots in this plat), and the operation of the ARC and may provide insurance protection and/or other protections or guarantees to the Association in general and to the individual lot owners within the subdivision. This paragraph in this plat document is intended to merely be a general description of the existence of the Association to the lot owners, their heirs and assigns, and their obligations with relation thereto. Further, more specific and detailed terms, provisions, operating procedures, assessment responsibilities, and other terms and provisions relating to said Association will be more specifically and fully set out in a separate document which will be identified as the "Articles of Incorporation of Towne Lake Homeowner's Association, Inc." and the "By-Laws of Towne Lake Homeowners Association, Inc".
21. In addition to any other terms and provisions of the Articles of Incorporation and/or By-Laws of the Towne Lake Homeowner's Association, Inc., each lot owner shall be liable for a proportionate share of the expenses of the Association and particularly those which are incurred in the maintenance and repair of all common areas within areas of the overall subdivision, known as Towne Lake (which areas may include areas outside the lots in this plat). The Association, through its Board, will set the appropriate amount of said assessment and will establish the due date or dates for same. Any assessment not paid within thirty (30) days after the due date shall bear interest the rate often percent (10) per annum from the due date until the date when paid. All payments upon said assessment account shall be first applied to interest and then to the assessment payment first due. The Association is hereby granted a lien upon each lot and its appurtenances and its undivided interest in the Association, which lien shall secure and does secure the monies due for all assessments now or hereafter levied or subject to be levied against the owner of each lot, and shall also secure interest, if any, which may be due on the account of any delinquent assessment, and which lien shall also secure all costs and expenses, including a reasonable attorneys fee which may be incurred by the Association in enforcing this lien. Said lien being prior to all other liens except only tax liens in favor of the United States, State, County or municipality and shall cover all sums unpaid and due for dues or assessments, whether in the form of a general assessment or a special assessment. No lot owner or owners may escape or avoid responsibility for dues or assessments by his or her waiver of the use of or enjoyment of any of the common elements or by the abandonment or non-use of his or her lot, or by any other means.
22. The declarant may amend this declaration of protective covenants at any time so long as the Declarant Directors (as defined in the Articles and By-Laws of the Association) exists as the Board of Directors of the Association; thereafter, this declaration may be amended only by the

affirmative vote or written consent of voting members representing seventy-five percent (75) of the total votes of the Association. Any amendment must be recorded in the Office of the Judge of Probate of Montgomery County, Alabama.

23. Each lot owner acknowledges and agrees the Association shall indemnify every officer, director and committee member of the Association and the ARC 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 proceedings to which he or she may be a party, by reason of being or having been an officer or director or committee member of the Association or the ARC. 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 ARC. 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.
  
24. Wherever the term "owner" or "developer" or "declarant" is used herein, it shall include W.S. Newell, Inc., a corporation (and/or K&S/G&G Joint Venture, an Alabama general partnership); (or K&S Development, Inc., an Alabama corporation), its successors and assigns. These covenants and restrictions touch and benefit all of the land reflected on the above referenced plat map and shall run with the land and shall be binding upon the land, W.S. Newell, Inc., (and/or K&S/G&G Joint Venture); (or K&S Development, Inc), all subsequent lot owners or said owners within subject plat area, then successors and assigns, the utilities referenced herein either specifically or generally, and their successors and assigns. Invalidity of any of the foregoing covenants and restrictions, or parts thereof, shall in no way affect any other provision contained herein nor uninvalidated portion thereof. The declarant 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 Association elects the Board of Directors pursuant to its By-Laws. Under no circumstances may these covenants be changed, modified, altered or amended without the written consent of the declarant or its successors or assigns so long as the Declarant Directors of the Association serve as the Board of Directors of the Association as more particularly set out hereinabove.

STATE OF ALABAMA )  
MONTGOMERY COUNTY )

The undersigned, W.S. Newell, Inc., a corporation (and/or K&S/G&G Joint Venture, an Alabama general partnership); (or K&S Development, Inc., an Alabama corporation), owner of the property shown above, and Arrowhead Golf and Country Club, a corporation, owner of adjacent land, hereby joins in, executes, and signs the foregoing Surveyor's Certificate, Plat, Map and Protective Covenants and adopts and approves this said plat and map on this the \_\_\_ day of \_\_\_\_\_, 1991.