

The instrument prepared by and  
after recordation, please return to  
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P.O. Box 270  
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**Declaration of Protective Covenants,**  
**Conditions, Easements and Restrictions**  
**for Larkspur at Taylor Lakes Plat No. 2**

T Square, L.L.C., an Alabama limited liability company (sometimes herein referred to as “Developer” or “Declarant”), as owner of the real property described on Exhibit “A” attached hereto (“Property”), hereby declares that the Property and the lots of the Property set forth in that certain map plat of Larkspur at Taylor Lakes Plat No. 2, which plat is recorded in the office of the Judge of Probate of Montgomery County, Alabama, in Plat Book 56 at Page 99, as amended and replatted from time to time (herein referred to as so amended or replatted as the “Plat”), are expressly made subject to the terms of this Declaration, the terms and provisions of the Articles of Incorporation (“Articles”) of Taylor Lakes Owners’ Association, Inc., which are recorded in the Office of the Judge of Probate of Montgomery County, Alabama in Corporation Book 249, at Page 424 (hereinafter referred to as “Association”), and the accompanying Bylaws of the Association (herein “Bylaws”), which were recorded in the Office of the Judge of Probate of Montgomery County, Alabama, as Exhibit “A” attached thereto, as the Articles and Bylaws may be amended or modified from time to time as permitted therein. Capitalized terms not otherwise defined in this Declaration shall have the meaning ascribed to them in the Bylaws. This Declaration of Protective Covenants, Conditions, Easements and Restrictions, amended from time to time in accordance with the terms hereof, shall be deemed the Declaration, as such term is used in the Bylaws. Each Person owning a platted lot of the Property as reflected on the Plat shall be a member of the Association subject to the terms and conditions of this Declaration and the provisions of the Articles, the Bylaws and other aspects of the Association. References in this Declaration to the word “owner” and/or “homeowner” shall have the same meaning as a Member as defined in the Bylaws.

Developer does hereby create, establish and impose the following covenants and restrictions upon the real property embraced within the Plat:

1. USE OF PROPERTY. No lot shall be used except for a single family residential purpose.
2. TYPE DWELLING. 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 building in excess of two stories 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 an attic area. The architecture of any house to be erected on any lot shall be generally in substantial harmony and conformity with the general prevailing type of architecture in the vicinity, with all construction being subject to prior review and approval of the Architectural Review Committee, as established by the Board of Directors of the Association pursuant to authority under the Bylaws of the Association (hereinafter referred to as "ARC").
3. MINIMUM SQUARE FOOTAGE RESTRICTION. Each residence constructed on a lot within the Plat shall have a minimum square footage of air conditioned and heated living area of at least 1,600 square feet, exclusive of open porches, attached garages, carports or other non-living areas, and, in the case of any residence to be constructed having more than one story, the same must have a minimum ground floor square footage of air conditioned and heated living area of at least 1,000 square feet, exclusive of open porches, attached garages or other non-living areas. All lots within the Property shall have the minimum frontage at the building line as reflected on the Plat.
4. ARC APPROVAL. No construction or improvements, which terms shall include, but not be limited to, fencing (of any kind or type), staking, clearing, excavation, grading, site work, landscape planting, removal of plants, trees or shrubs, shall take place or be erected, altered, or placed on any lot within the Property until and unless plans and specifications, including a site plan showing the location of the structure and any other improvements on or to the lot,

have been approved in all respects by the ARC. Before any such construction or improvements take place, the ARC must approve such aspects of any and all construction and improvements on each lot within the Plat. Each request for approval must be accompanied by the payment of any fee required by 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 lot owner. At a minimum, the plans shall include all elevations, floor plan, landscaping plan, all exterior colors and building materials. The ARC shall 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, dated and signed by an authorized representative of the ARC, and where plans and specifications are required, said approval shall be reflected on two copies of the plans and specifications after approval is obtained from the ARC. The ARC may, in its unrestricted discretion, reduce, increase or waive any 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 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 so adopted from time to time by the ARC being sometimes referred to as "ARC Guidelines"). Approval of any plans or the setting of any requirement for approval does not constitute, and shall not be construed as, any representation or guaranty of safety or architectural integrity by the ARC or the Association, which instead shall be the sole responsibility of each lot owner.

5. BUILDING SETBACK REQUIREMENTS. No building or any portion thereof shall be located on any lot nearer to the front lot line or nearer to the street line than thirty five (35) feet from said line. No building shall be located on a lot nearer to the back lot line than thirty (30) feet from said back lot line. No principal building shall be located nearer than twenty (20) feet to any other principal building. There shall be a minimum of ten (10) feet of

separation between principal building and adjoining lots, which area shall be available as a limited easement for roof eave overhangs, water drainage, and principal building maintenance as herein provided. The land surface area between such principal buildings 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 five (5) feet from the outside wall of such principal 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 roofs of the buildings. Also, the abutting owners shall have an easement over the adjoining property not to exceed five (5) feet from the outside wall of the principal building on the property of the abutting owner for the eaves of the principal building roof and the discharge of water therefrom. Except as specified herein, the abutting owner shall not have rights of ingress and egress and, subject to the other terms of this Declaration (such as, but not limited to, ARC approval), 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 Declaration, 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. RESUBDIVISION OR PARTITION OF LOTS. The lots of the Property shown on the Plat may not be further subdivided except by Declarant. Should the owner of two adjacent lots desire to build and maintain a single dwelling on the combined lots, then the side lot line restrictions shall apply only to the extreme side lines of the combined lots. No lots may be further modified without the prior written approval by the ARC.
  
7. EASEMENTS. Easements for installation and maintenance of utilities and private drainage, beautification and access are reserved as shown on the Plat. The easement areas reserved on the Plat shall be maintained continuously by the owners of the respective lots, except for

those improvements for which a public authority, utility company or the Association is responsible.

8. OVERHEAD FACILITIES. The owners of the lots within the Property will not erect or grant to any person, firm, entity 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 the Property (except such poles and overhead facilities as may be required at those places where distribution facilities enter and leave the Property). 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. GARAGES AND OUTBUILDINGS. No separate garages or outbuildings or auxiliary structures of any kind or nature shall be erected or allowed to occupy any portion of any lot without the prior written approval by the ARC. No metal storage buildings shall be allowed.
10. NUISANCE. No noxious or offensive trade or activity shall be carried on or 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. TEMPORARY STRUCTURE. No structure of a temporary or portable character (e.g., 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. SIGNS. No sign of any kind or nature, or advertising device of any kind or nature, shall be placed upon any part of the Property except as permitted herein or in accordance with applicable ARC Guidelines relating to signs or other advertising devices. Signs and other advertising devices, when in compliance with criteria established herein and by the ARC,

may be erected and maintained upon an owner's lot. Notwithstanding the foregoing, the Declarant specifically reserves the right for itself, its successors and assigns and the Association, to place and maintain signs in connection with constructing, marketing, sales and rental of the dwelling units and identifying or informational signs anywhere on the property. The Developer, the Association and the ARC shall have the right to enter upon any part of the property and remove or correct any such violation, provided, however, that prior notice is given of such action. Notice may be given orally or in writing.

13. MINING. 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. ANIMALS. 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, and provided that no more than four (4) may be kept at any household and they are kept under reasonable conditions so as not to create a nuisance, not to otherwise unreasonably disturb the neighbors or the neighborhood and in compliance with all laws, rules, regulations and ordinances relating thereto.
15. PLANTING AND OBSTRUCTIONS. Subject to the terms and conditions hereof, 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 (25) feet from the corner intersection of said street lines. The same sight-line limitations shall apply on any lot within ten (10) 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. The Association and the ARC and their

designees shall have the right to enter upon any part of the Property to trim or prune, at the offending owner's expense, any hedge or other planting which, in the opinion of the Association or the ARC by reason of its location upon the property or the height to which it is permitted to grow, is unreasonably detrimental to the adjoining property or obscures the view of the street, traffic or surrounding amenities or is unattractive in appearance, provided, however, that the offending owner shall be given fifteen (15) days prior written notice of such action.

16. OUTSIDE USES PROHIBITED. No rocks, rock gardens, bird baths, ponds or pools, lawn sculptures, artificial plantings, children's play equipment, children's playhouses, basketball goals, lawn furnishings, or the like, shall be permitted without the written approval of the ARC. No vegetable, herb or similar gardens shall be planted or maintained so as to be visible from the street or readily visible by adjacent property owners.
17. GARAGES. Garages may open toward a side lot line or the front lot line as approved in advance in writing by the ARC. Garage doors must remain closed except when vehicles are entering and/or exiting the garage. No garage door shall be more than ten (10) feet wide except as approved in writing by the ARC. All garages shall be located on the side of the house furthest from the entrance of the subdivision on Taylor Road except as approved in writing by the ARC.
18. VEHICLE PARKING. Vehicle parking in driveways and/or on the street in front of houses shall be limited to temporary parking of guest or resident vehicles in current use and currently licensed. Other vehicles must be parked in garages. Vehicle parking in non-paved areas shall not be permitted.
19. USE OF PROPERTY. No structure previously approved by the ARC shall be used for any purpose other than that for which it was originally designed and approved.

20. RECREATIONAL VEHICLES. No boat, boat trailer, house trailer, horse trailer, trailer, camper, motor home or any similar items shall be located on or at any lot for a period of time in excess of twenty-four (24) hours, unless the same are stored in a carport or garage, or parked on a paved surface beyond the rear line of the home constructed on subject lot and screened so that such item cannot be seen from any adjoining street or the adjacent and surrounding lots, and any such parking facility or area must receive the prior written approval by the ARC.
21. SWIMMING POOL EQUIPMENT. Swimming pool equipment and housing must be underground or placed in walled-in or landscaped areas so as not to be visible from adjoining property.
22. 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.
23. ADDITIONAL REMEDIES FOR VEHICLE AND/OR RECREATIONAL EQUIPMENT VIOLATIONS. Any such vehicle or recreational equipment parked in violation of regulations contained herein or in violation of the rules and regulations now or hereafter adopted by the Association or the ARC may be towed away by the Association or the ARC, 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. Neither the Association nor the ARC shall 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, its failure to remove, or the 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.



24. VEHICLE MAINTENANCE AND REPAIR. No vehicle maintenance or repair shall be performed on any vehicles upon any portions of the subject lot, 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 twelve (12) 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 such vehicles.
25. 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 or the adjoining street. 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. Furthermore, the Association, at its sole discretion, may require lot owners or builders, at any time, to provide dumpsters on the lot during construction.
26. 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 (hereinafter referred to as the "Board"), in its discretion, upon consideration of the circumstances in each case, and particularly upon consideration of the effect upon 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 normal residential use or adversely impact the value of adjoining property or property in the area. 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.

27. AIR CONDITIONING UNITS AND SOLAR COLLECTORS. No wall or window air conditioning units nor solar collectors shall be permitted except with the prior written approval by the ARC, which may be withheld in the ARC's sole discretion.
28. 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.
29. REAL ESTATE OFFICE OR SUBDIVISION OFFICE. The Declarant may, in Declarant's sole discretion, use any lot or lots within the 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 the terms, provisions and requirements of these covenants until such time as all other lots within the 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.

30. MACHINERY AND MAINTENANCE. No machinery shall be placed on or operated upon any portion of the 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. Machinery that is normal and usual in the maintenance of a private residence and grounds, including without limitation, all lawnmowers, hedge trimmers, weed eaters, and other machinery may only be operated Monday through Friday and Saturday between the hours of 8:00 A.M. and 3:00 P.M.
31. MAILBOXES. The design of all mailboxes and mailbox posts must be approved by the ARC and said ARC may establish a common design and a required location for all mailboxes and mailbox posts, so long as these specifications comply with the requirements of the United States Postal Service. If required by the ARC, the homeowner shall purchase a standard mailbox and mailbox post 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.
32. FENCING. No fence or walls of any kind shall be erected without the approval of the ARC. No fence or wall shall be erected or placed on any lot nearer to any street than the middle of the principal building constructed on the lot unless similarly approved by the ARC. Such approval by the ARC shall not substitute for or eliminate the need to obtain any other approvals including, but not limited to, any approvals required to be obtained from the City of Montgomery, Alabama. All fences may only be constructed from material approved by the ARC. There shall be no chain link fences. Wooden privacy fences shall not be allowed except if constructed in accordance with that certain Drawing for Taylor Lakes Subdivision Custom Wood Fence Finished on Both Sides, a copy of which is attached hereto and made a part hereof as Exhibit "B".

33. AUTHORIZED USE AND EXCEPTIONS. Notwithstanding other provisions herein, each residence located on a lot 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 the 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 given in advance and 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 or refusing of similar requests for other lot owners nor the approval and consent or disapproval of adjoining lot owners shall in any way be a determinative or limiting influence on the decision of the ARC.
34. 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 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 Property; (3) interfere with any drainage, utility or access easement; (4) build or assemble any structures, recreational or 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) interfere with any water control structures or apparatus; or (7) light any fires except in designated areas. No person or entity shall violate any rules and regulations that may be established by the Association governing the use of the Association Property or the rules or requirements that may be established by the ARC.
35. SECURITY. The Association may own and provide for the maintenance of an entrance gatehouse and, if manned, the salary for the same. The Association may also install and maintain electronic gates. This is not intended to obligate the Declarant or the Association to provide any form of security to the residents, their properties or the Association's properties.

36. NOTIFICATION TO UTILITY COMPANIES. 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, and (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. To the extent of the interest of the owner of each lot, such owner agrees to connect utility service lines (including, but not limited to, gas, water, sewer & electricity) at points designated by Declarant.
37. COMMON AREA. Every owner shall have a right and nonexclusive easement of use, access, and enjoyment and into the common areas (as denoted from time to time on the Plat), subject to: (a) this Declaration and any other applicable covenants; (b) any restrictions or limitations contained in any deed conveying such property to the Association; (c) the right of the Board of Directors of the Association to adopt rules regulating the use and enjoyment of the common areas, including rules limiting the number of guests who may use the common areas; (d) the right of the Board of Directors of the Association to suspend the right of a owner to use recreational facilities within the common area (i) for any period during which any charge or assessment against such owner's lot remains delinquent, and (ii) for a period not to exceed thirty (30) days for a single violation or for a longer period in the case of any continuing violation of the Declaration, the Bylaws, or the Rules of the Association; (e) the right of the Association to impose reasonable membership requirements and charge reasonable admission and other use fees for the use of any recreational facilities situated upon a common area; (f) the right of the Association to mortgage, pledge, or hypothecate all or any of its real or personal property as security for money borrowed or debts incurred.

Any owner of a lot within the Property may extend his or her right of use and enjoyment to his spouse and dependent lineal descendants, lessees, and social invitees, as applicable, subject to reasonable regulation by the Association. There shall be no judicial partition of the common areas. The Association, subject to the right of the owners set forth in this Declaration and the in the Bylaws, shall manage and control the common areas within the Property and all improvements thereon, including keeping it in a good, clean, attractive and sanitary condition pursuant to this Declaration and the Bylaws. The Association may dedicate portions of the common areas to Montgomery County, Alabama, the City of Montgomery, Alabama, or to any other local, state, or federal governmental or quasi-governmental entity.

38. ANTENNAS AND DISHES. No visible ham radios, radio transmission equipment, television antennas, radio antennas or television satellite dishes shall be permitted on the Property unless approved by the ARC.
39. MEMBER OF ASSOCIATION; LIABILITY FOR ASSESSMENTS. Each owner of a lot in the Property reflected on the Plat shall automatically become a member of the Association as an appurtenance to the ownership of said lot and shall be fully and completely bound by all of the terms and conditions of the Articles and the Bylaws of the Association, as they may be modified and amended from time to time, including without limitation, the obligation to pay any and all applicable assessments, interest, charges, fines, expenses and costs levied from time to time by the Association on each lot. All of the terms and provisions of the Articles and the Bylaws applicable with respect to each platted lot of the Property as reflected on the Plat and to the owner of such lot by virtue of being a member of the Association are incorporated herein by reference as if more fully set forth. Any owner of an interest in a platted lot which has multiple owners shall be jointly and severally liable with each other owner of an interest in that lot for assessments hereunder.

40. LIEN FOR ASSOCIATION ASSESSMENTS. The Association is hereby granted a lien and equitable charges upon each lot and its appurtenances and on each member's 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 each member as owner of a lot under the Bylaws, and shall also secure interest, if any, which may be due on the account of any delinquent assessment, and which lien shall also secure all costs and expenses, including a reasonable attorney's fee which may be incurred by the Association in enforcing this lien. Said lien being prior to all other liens except only tax liens in favor of the United States, the State of Alabama, Montgomery County, Alabama or Montgomery, Alabama or any other applicable municipality and shall cover all sums unpaid and due for dues or assessments, whether in the form of a base assessment or a special assessment. No lot owner may escape or avoid responsibility for assessments of the Association by waiver of the use of or enjoyment of any of the property or assets owned by the Association or by the abandonment or non-use of such owner's lot, or by any other means. The lien provided for herein shall be foreclosable by the Association as provided in the Bylaws of the Association.
41. INDEMNIFICATION. The Association has agreed to indemnify and hold harmless every officer, director and committee member of the Association, including, but not limited to, the Board and the ARC, from and against any and all costs and 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, director or committee member of the Association, the Board or the ARC. The officers, directors and committee members shall not be liable for any mistake of judgment, negligent or otherwise, except for their own individual misconduct, 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 as 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.

42. DEVELOPER/OWNERS' RIGHTS. Wherever the term "Developer" or "Declarant" is used herein it shall mean T Square, L.L.C., and its successors and assigns. These covenants and restrictions touch and benefit all of the Property reflected on the referenced Plat and shall run with the land and shall be binding upon the land and all owners of the lots reflected on the Plat, their heirs, successors and assigns, the utilities referenced herein either specifically or generally, and their successors and assigns. Notwithstanding anything contained herein to the contrary the Declarant expressly reserves the sole and exclusive right and privilege, both for itself and its successors and assigns, to change, alter, modify or amend any of the terms, covenants and provisions of this Declaration until the Class C Membership Termination Date, as defined in the Bylaws.
43. APPROVED CONTRACTORS. All improvements constructed on any lot located within the Property shall be made by a contractor or builder approved by the ARC. The ARC shall, at its sole discretion, establish criteria and requirements upon which a contractor or builder may or may not be approved to construct improvements on the Property. This covenant is not to be construed as an attempt to show prejudice, malice or favor toward any person or entity, but only to attempt to discourage unscrupulous and/or undesirous business in connection with the development of the Property
44. ASSOCIATION RESPONSIBILITY. The Association shall maintain and keep in good repair the common areas reflected on the Plat and the following: (a) all landscaping, parks, lakes, structures and improvements, including any private street, bike and pedestrian





pathways or trails, situated upon a common area reflected on the Plat; (b ) landscaping within public rights-of-way within or abutting the Property; (c) all ponds, streams and/or wetlands located within the Property which serve as part of the drainage and storm water retention system for the Property, including any retaining walls, bulkheads or dams (earthen or otherwise) retaining water therein, and any fountains, lightning, pumps, conduits and similar equipment installed therein or used in connection therewith; and (d) any properties and facilities owned by Declarant and made available, on a temporary or permanent basis, for the primary use and enjoyment of the Association and its members which facilities are to be identified by written notice. In connection therewith, there are hereby reserved to the Association easements over the lots constituting a part of the Property as necessary to enable the Association to fulfill such responsibilities. Except as otherwise specifically provided in the Declaration or in the Bylaws, all costs associated with the maintenance, repair and replacement of the items described above by the Association shall be a common expense to be allocated among the lot owners as a part of assessments, without prejudice to the right of the Association to seek reimbursement from the owners of, or other persons responsible for, certain portion of the Property pursuant to this Declaration.

45. CONSTRUCTIVE NOTICE AND ACCEPTANCE. Every person, corporation, partnership, limited partnership, limited liability company, trust, association or other legal entity, who or which shall hereafter own or acquire any right, title, interest or estate in or to any lot, whether or not such interest is reflected of record in the Office of the Judge of Probate of Montgomery County, Alabama, shall be conclusively deemed to have consented and agreed to each and every covenant, condition, restriction, reservation and easement contained or by reference incorporated herein, including, but not limited to, each and every covenant, condition, restriction, reservation and easement contained in or established pursuant to the authority granted in the Articles and the Bylaws, whether or not any reference to this Declaration is contained in the document or instrument pursuant to which such natural person, corporation, partnership, limited partnership, limited liability company, trust,

association or other legal entity shall have acquired such right, title, interest or estate in the Property or any portion thereof.

46. ATTORNEYS' FEES. Notwithstanding anything herein contained to the contrary, in the event of litigation arising out of the interpretation or enforcement of the rights or obligations under this Declaration, the Declarant shall be entitled to recover its costs and expenses in connection with such litigation, including, but not limited to, reasonable attorneys' fees, which may be awarded by the Court before whom such litigation is brought.
47. PARAGRAPH HEADINGS. Paragraph headings, where used herein, are inserted for convenience of reference only and are not intended to be a part of this Declaration or in any way define, limit or proscribe the scope and intent of the particular sections or paragraphs in which they are contained or to which they refer.
48. EFFECT OF INVALIDATION. If any particular provision of this Declaration is held to be invalid by any court, the invalidity of such provision shall not affect the validity of the remaining provisions hereof.
49. TERM OF DECLARATION. The above and foregoing covenants and restrictions shall continue in force and effect for a period of twenty-five (25) years from and after the date this Declaration is recorded in the Office of the Judge of Probate of Montgomery County, Alabama. Thereafter, the above and foregoing covenants and restrictions shall be automatically renewed for successive periods of ten (10) years each; provided, however, that following the expiration of said twenty-five (25) year period, said covenants and restrictions may be modified, amended or terminated in whole or in part by a written instrument that (i) has been signed and acknowledged by three-fourths (3/4ths) or more of the members of the Association who then own platted lots that are subject to this Declaration, (ii) has been signed and acknowledged by the Association, and (iii) has been recorded in the Office of the Judge of Probate of Montgomery County, Alabama. This paragraph shall not limit or restrict



Developer's right to amend or modify this Declaration from time to time as otherwise provided herein.

50. DEEMED CONSENT BY LOT OWNER. Each lot owner, by owning or acquiring the title to any lot that is subject or is made subject to this Declaration, shall be conclusively deemed to have consented and agreed to all of the terms and provisions of this Declaration, the Articles and the Bylaws, as they may be modified and amended from time to time. All of the terms and provisions of this Declaration, the Articles and the Bylaws shall run with the land and shall be binding upon and shall inure to the benefit of all of the lot owners, including, without limitation, their respective heirs, personal representatives, successors and assigns in title in and to their respective lots; provided, however, notwithstanding anything to the contrary provided herein, it is understood and agreed that the various approval rights reserved to Declarant and/or the Association and/or the ARC under and pursuant to this Declaration shall be and are hereby reserved exclusively to such parties so designated, and that the owners of lots shall not have or exercise any of the approval rights reserved to such parties hereunder. In addition, the Declarant, the Association, and the ARC shall have the non-exclusive right, but not the obligation, to enforce all of the terms and provisions of this Declaration.
51. NO COMMON SCHEME. Notwithstanding anything to the contrary provided herein, it is understood and agreed that the covenants and restrictions imposed hereunder shall not be deemed to create a common scheme or to restrict any other property now or heretofore or hereafter owned by Declarant other than the lots shown on the Plat which are made subject to this Declaration by the execution, acknowledgment and recordation of this Declaration. In no event shall Declarant be required to subject additional property to this Declaration or otherwise acquire additional property in connection herewith; provided, that, Declarant may by amendment hereunder subject additional property to this Declaration.

