

THORINGTON TRACE SUBDIVISION

RESTRICTIONS – THORINGTON TRACE

1. NO LOT SHALL BE USED EXCEPT FOR RESIDENTIAL PURPOSES.
2. NO BUILDING SHALL BE ERECTED, ALTERED, PLACED OR PERMITTED TO REMAIN ON ANY LOT OTHER THAN A SINGLE FAMILY DWELLING NOT TO EXCEED TWO STORIES IN HEIGHT WITH ALL CONSTRUCTION BEING SUBJECT TO PRIOR REVIEW AND APPROVAL OF THE ARCHITECTURAL REVIEW COMMITTEE AS HEREIN AFTER SET OUT (HEREIN AFTER REFERRED TO AS “ARC”). THIS WILL NOT BE CONSTRUCTED TO PREVENT NECESSARY OUTBUILDING AS HEREINAFTER AUTHORIZED AND PROVIDED.
3. NO HOME SHALL BE ERECTED UPON OR ALLOWED TO OCCUPY ANY LOT UNLESS THE GROUND FLOOR AREA OF THE MAIN STRUCTURE, EXCLUSIVE OF OPEN PORCHES, ATTACHED GARAGES OR CARPORTS, IS NOT LESS THAN (PATIO – 1,200 sq. ft. R-65-S 1450 sq. ft.) IN CASE OF TWO STORY STRUCTURES, GROUND FLOOR SHALL BE 700 SQUARE FEET FOR PATIO AND 1000 SQUARE FEET FOR R75S LOTS.
4. BUILDINGS MUST BE LOCATED ON THE LOTS IN ACCORDANCE WITH THE MINIMUM REQUIRED BUILDING SET BACKS AS ESTABLISHED IN THE MONTGOMERY ZONING ORDINANCE OR AS SHOWN ON PLAT.
5. NO DWELLING SHALL BE ERECTED ON ANY LOT HAVING AN AREA OF LESS THAN 3500 SQUARE FEET. ALL CONSTRUCTION, ONCE BEGUN, MUST BE PURSUED TO COMPLETION WITH DUE DILIGENCE.
6. EASEMENT FOR INSTALLATION AND MAINTENANCE OF UTILITIES AND DRAINAGE FACILITIES ARE RESERVED AS SHOWN ON THE PLAT. THE EASEMENTS AREA OF EACH LOT AND ALL IMPROVEMENTS ON IT SHALL BE MAINTAINED CONTINUOUSLY BY THE OWNER OF THE LOT, EXCEPT FOR THOSE IMPROVEMENTS FOR WHICH A PUBLIC AUTHORITY OR UTILITY COMPANY IS RESPONSIBLE.
7. 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 ANY ANNOYANCE OR NUISANCE TO THE NEIGHBORHOOD OR UNREASONABLY DISTURB THE OCCUPANT OF ANY HOME IN THIS PLAT.
8. NO SIGN OF ANY KIND SHALL BE DISPLAYED TO THE PUBLIC VIEW ON ANY LOT EXCEPT A NAME AND ADDRESS SIGN OF NOT MORE THAN TWO SQUARE FEET, ONE SIGN OF NOT MORE THAN FIVE FEET ADVERTISING THE PROPERTY FOR SALE OR FOR RENT, OR SIGNS BY A BUILDER OR MORTGAGEE ADVERTISING THE PROPERTY DURING THE CONSTRUCTION AND SALE PERIOD. NO BUSINESS ACTIVITY OF ANY KIND SHALL BE CONDUCTED IN ANY BUILDING OR ON ANY PORTION OF ANY LOT.
9. NO EASEMENTS, TENT, SHACK, GARAGE, BARN, TRAILOR, OUTBUILDING, OR ANY TEMPORARY STRUCTURE SHALL BE OCCUPIED OR USED AS A RESIDENCE. ANY MAIN DWELLING STRUCTURE WHICH DOES NOT MEET THE REQUIREMENTS OF PARAGRAPH 3 HEREOF SHALL BE CONSIDERED A TEMPORARY STRUCTURE. NO RECEIVING DEVICES

FOR TELEVISION, RADIO, SOUND RECORDING OR SIMILAR STRUCTURES WHATSOEVER THAT WOULD IN ANY WAY ENHANCE RECEPTION WILL BE ALLOWED, UNLESS THEY ARE SMALL SATELLITE DISHES (3' DIAMETER OR LESS) AND OUT OF SIGHT OF NEIGHBORS.

10. NO OIL DRILLING OR DEVELOPMENT OPERATIONS, OIL REFINING, QUARRYING OR MINING OPERATIONS OF ANY KIND SHALL BE PERMITTED UPON OR IN ANY LOT, NOR SHALL OIL WELLS, TUNNELS, TANKS MINERAL EXCAVATIONS, OR SHAFTS BE PERMITTED UPON OR IN ANY LOT. NO DERRICK OR OTHER NATURAL GAS SHALL BE ERECTED, MAINTAINED OR PERMITTED UPON ANY LOT.
11. NO ANIMALS, LIVESTOCK OR POULTRY OF ANY KIND SHALL BE RAISED, BRED OR KEPT ON ANY LOT, EXCEPT THAT DOGS, CATS OR OTHER HOUSEHOLD PETS MAY BE KEPT PROVIDED THAT THEY ARE NOT KEPT, BRED OR MAINTAINED FOR ANY COMMERCIAL PURPOSES OR IN NUMBERS SO AS TO BE A NUISANCE TO THE NEIGHBORHOOD.
12. NO CLOTHESLINES OF ANY TYPE WILL BE PERMITTED. EQUIPMENT, GARBAGE CANS, SERVICE YARDS, WOODPILES OR STORAGE PILES SHALL BE KEPT SCREENED BY ADEQUATE PLANTING OR FENCING SO AS TO CONCEAL THEM FROM VIEW OF NEIGHBORHOOD LOTS AND STREETS. ALL RUBBISH, TRASH OR GARBAGE SHALL BE REGULARLY REMOVED FROM THE PREMISES AND SHALL NOT BE ALLOWED TO ACCUMULATE THEREON. NO VEGETABLE GARDENS WILL BE ALLOWED.
13. ALL LOTS MUST BE MAINTAINED IN A MANNER IN KEEPING WITH GOOD SUBDIVISION AESTHETICS.
14. THESE COVENANTS ARE TO RUN WITH THE LAND AND SHALL BE BINDING ON ALL PERSONS CLAIMING UNDER THEM FOR A PERIOD OF TWENTY-FIVE YEARS FROM THE DATE THESE COVENANTS ARE RECORDED, AFTER WHICH TIME SAID COVENANTS SHALL BE AUTOMATICALLY EXTENDED FOR SUCCESSIVE PERIODS OF TEN YEARS UNLESS AN INSTRUMENT SIGNED BY THE MAJORITY OF THE THEN OWNERS HAS BEEN RECORDED AGREEING TO CHANGE SAID COVENANTS IN WHOLE OR IN PART.
15. THERE WILL BE A HOMEOWNER'S ASSOCIATION, WHICH SHALL BE IDENTIFIED AS THE THORINGTON TRACE 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 THORINGTON TRACE (WHICH AREAS MAY INCLUDE AREAS OUTSIDE THE LOTS IN THIS PLAN), 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 MAINLY 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, OPERATION PROCEDURES,

ASSESSMENTS PRESPOSSIBILITIES, 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 THE THORINGTON TRACE HOMEOWNER'S ASSOCIATION, INC., AND THE 'BY-LAWS OF HOMEOWNER'S ASSOCIATION, INC.'"

16. IN ADDITION TO ANY OTHER TERMS AND PROVISIONS OF THE ARTICLES OF INCORPORATION AND/OR BY-LAWS OF THE THORINGTON TRACE 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 THORINGTON TRACE (WHICH AREAS MAY INCLUDE AREAS OUT SIDE THE LOTS IN THIS PLAT). THE ASSOCIATION, THROUGH ITS BOARD, WILL SET THE APPROPRIATE AMOUNT OF SAID ASSESSMENT AND WILL ESTABLISH THE ANNUAL DUE DATE FOR SAME. ANY ASSESSMENT NOT PAID WITHIN THIRTY (30) DAYS AFTER THE DUE DATE SHALL BEAR INTEREST THE RATE OF TEN 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 ASSESSMENTS, 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, 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 COVENANTS OR BY THE ABANDONMENT OR NON-USE OF HIS OR HER LOT OR BY ANY OTHER MEANS.
17. THE DECLARANT MAY AMEND THIS DECLARATION OF PROTECTIVE COVENANT AT ANY TIME SO LONG A DECLARANT HAS THE RIGHT TO APPOINT 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.
18. NO BUILDING SHALL BE ERECTED OR PLACED ON ANY LOT UNTIL THE CONSTRUCTION PLANS AND SPECIFICATIONS AND A PLAN SHOWING THE LOCATION OF THE STRUCTURE HAVE BEEN APPROVED BY THE ARCHITECTURAL REVIEW COMMITTEE (ARC) AS TO THE QUALITY OR WORKMANSHIP AND MATERIALS, AND HARMONY OF EXTERNAL DESIGN WITH FINISHED GRADE ELEVATIONS. APPROVAL SHALL BE BY THE ARC WHICH SHALL CONSIST OF E.T. CHAMBERS AND ONE OF THE FOLLOWING: HUGH COLE, NATHAN WATSON, JOHN FRANKLIN, FRANK "UDEN" RHODES, OR SPEARS

RHODES. TWO (2) COMPLETE SETS OF BUILDING PLANS AND SPECIFICATIONS AND ALSO PLOT PLANS SHOWING EXACT LOCATION OF BUILDINGS, STRUCTURES, FENCE LOCATION AND MATERIALS, DRIVES AND PARKING AREAS WITH RESPECT TO LOT LINES, TOPOGRAPHY AND FINISH GRADE ELEVATIONS MUST BE SUBMITTED TO SAID COMMITTEE FOR WRITTEN APPROVAL PRIOR TO COMMENCEMENT OF ANY CONSTRUCTION. THE SAID COMMITTEE SHALL COMPLETE ITS REVIEW WITHIN TWENTY (20) DAYS FROM RECEIPT OF SAID PLANS AND SPECIFICATIONS. THE ARC'S APPROVAL IS REQUIRED IN WRITING. IN THE EVENT THE COMMITTEE FAILS TO APPROVE OR DISAPPROVE WITHIN TWENTY (20) DAYS AFTER PLANS AND SPECIFICATION HAVE BEEN SUBMITTED TO IT OR, IN ANY EVENT IF NO SUITS TO ENJOIN THE CONSTRUCTION PRIOR TO THE COMPLETION OF THE SAME, APPROVAL WILL NOT BE REQUIRED AND THE RELATED CONVENANTS SHALL BE DEEMED TO HAVE BEEN FULLY COMPLIED WITH. SAID COMMITTEE'S APPROVAL SHALL BE INDICATED BY BOTH MEMBER'S SIGNATURES ON ONE COPY OF THE CONSTRUCTION PLANS AND SPECIFICATIONS WHICH WILL BE RETURNED TO PROPOSED BUILDER OR OWNER OF THE LOT. ONE COPY OF SAID CONSTRUCTION PLANS AND SPECIFICATIONS WILL BE RETAINED BY THE ARCHITECTURAL REVIEW COMMITTEE. THE ARC SHALL CONTINUE TO FUNCTION FOLLOWING THE CONSTRUCTION OF THE INITIAL IMPROVEMENTS FOR THE PURPOSE OF MONITORING ALL MODIFICATIONS, ADDITIONS AND ANY OTHER CHANGES TO THE STRUCTURE. ANY MEMBER SHALL HAVE THE RIGHT AND PRIVILEGE TO RESIGN AND APPOINT HIS SUCCESSOR PROVIDED, HOWEVER, THE SUCCESSOR MUST HAVE THE UNANIMOUS APPROVAL OF THE REMAINING MEMBERS OF THE COMMITTEE.

19. 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 COST, 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 OF THE ASSOCIATION OR THE ARC. THE OFFICERS AND DIRECTORS SHALL NOT BE LIABLE FOR ANY MISTAKE OF JUDGEMENT, NEGLIGENT OR OTHERWISE EXCEPT FOR THEIR OWN INDIVIDUAL WILLFULL MAINTENANCE, 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, 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 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 EXPENSES, 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.
20. WHENEVER THE TERM "OWNER" OR "DEVELOPER" OR "DECLARANT" IS USED HEREIN, IT SHALL INCLUDE THORINGTON TRACE, THEIR 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, THORINGTON TRACE AND ALL SUBSEQUENT LOT OWNERS OR LAND OWNERS WITHIN SUBJECT PLAT AREA, THEIR SUCCESSORS AND ASSIGNS, THE UTILITIES REFERENCE 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 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 OPERATION OF THE ASSOCIATION IS TURNED OVER TO THE ASSOCIATION BY THE DECLARANT PURSUANT TO PARAGRAPH 17 HEREOF. 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, ITS SUCCESSORS AND ASSIGNS CONTINUE TO HAVE OPERATIONAL CONTROL OF THE ASSOCIATION AS MORE PARTICULARLY SET OUT HEREIN ABOVE.

21. NO METAL STORAGE BUILDINGS SHALL BE ALLOWED ON ANY LOT.
22. NO CHANGE OR ADDITION SHALL BE ALLOWED WITHOUT THE PRIOR WRITTEN APPROVAL OF THE DEVELOPER.
23. THE DEVELOPER RESERVES THE RIGHT TO AMEND THIS PLAT AND / OR COVENANTS AND RESTRICTIONS BY INSTRUMENTATION IN WRITING, WITHOUT THE CONSENT OF THE OTHER PROPERTY OWNERS SO LONG AS DEVELOPER OWNS ANY LOTS IN THIS PLAT OR SUBSEQUENT PLATS.