

**SURVEYOR'S CERTIFICATE:**  
**STATE OF ALABAMA**  
**MONTGOMERY COUNTY**  
 I, Steven E. Speaks, a Licensed Professional Engineer and Licensed Professional Land Surveyor, hereby certify that I have surveyed the property shown on this map and plat, and the map and plat is true and correct; that all parts of this survey and drawing have been completed in accordance with the current requirements of the Standards of Practice for Land Surveying in the State of Alabama, to the best of my knowledge, information and belief; that the corners have been marked with iron pipe markers and they actually were in existence.  
 This the 23<sup>rd</sup> day of SEPTEMBER, 2013.  
*Steven E. Speaks*  
 Steven E. Speaks  
 Alabama Registration No. 20897

**DEDICATION:**  
**STATE OF ALABAMA**  
**MONTGOMERY COUNTY**  
 I, Roesler M. Collier, President of JMC Properties, Inc., the owner of Lots 1 through 13, Outparcel "A" and the parcel designated as "Future 60' R.O.W." between Lots 10 & 11, all as shown on this map and plat, hereby join in and signed the foregoing Surveyor's Certificate and adopt this map and plat as true and correct.  
 This the 23 day of September, 2013.  
**JMC PROPERTIES, INC.**  
*Roesler M. Collier*  
 Roesler M. Collier  
 Its: President

**ACKNOWLEDGMENT:**  
**STATE OF ALABAMA**  
**MONTGOMERY COUNTY**  
 I, the undersigned authority, a Notary Public in and for said County and in said State, hereby certify that Roesler M. Collier, whose name as President, JMC Properties, Inc., is signed to the foregoing Dedication and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, has executed the same voluntarily and with full authority, as such officer, on the day the same bears date.  
 Given under my hand this 23 day of Sept, 2013.  
*James K. ...*  
 Notary Public  
 My Commission Expires: 10-18-14

**STATE OF ALABAMA**  
**MONTGOMERY COUNTY**  
 I, Dennis Hulsey, President of APB Properties, Inc., the owner of Lot 14, as shown on this map and plat, hereby join in and signed the foregoing Surveyor's Certificate and adopt this map and plat as true and correct.  
 This the 23 day of SEPT, 2013.  
**APB PROPERTIES, INC.**  
*Dennis Hulsey*  
 Dennis Hulsey  
 Its: President

**ACKNOWLEDGMENT:**  
**STATE OF ALABAMA**  
**MONTGOMERY COUNTY**  
 I, the undersigned authority, a Notary Public in and for said County and in said State, hereby certify that Dennis Hulsey, whose name as President, APB Properties, Inc., is signed to the foregoing Dedication and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, has executed the same voluntarily and with full authority, as such officer, on the day the same bears date.  
 Given under my hand this 23 day of Sept, 2013.  
*James K. ...*  
 Notary Public  
 My Commission Expires: 10-18-14

**CERTIFICATE OF APPROVAL**  
**BY THE MONTGOMERY COUNTY HEALTH DEPARTMENT:**  
 The undersigned, as authorized by the Montgomery County Health Department, Alabama, hereby approved the within plat for the recording of same in the Probate Office of Montgomery County, Alabama.  
 This the 24<sup>th</sup> day of September, 2013.  
*Cindy Coacher*  
 Cindy Coacher  
 Director, Division of Environmental Health  
 Montgomery County Health Department

**CERTIFICATE OF APPROVAL**  
**BY THE MONTGOMERY CITY PLANNING COMMISSION:**  
 This plat was submitted to the City Planning Commission of Montgomery, Alabama, on DEC 8 2005 and is approved according to the Code of Alabama 11-52-32.  
 By: *Thomas M. Yason, Jr.*  
 Thomas M. Yason, Jr., Executive Secretary

**APPROVAL OF THE MONTGOMERY COUNTY ENGINEER**  
 This plat has been submitted to and approved by the Montgomery County Engineer for recording in the Office of the Judge of Probate of Montgomery County, Alabama.  
 By: *George Speake*  
 George Speake  
 Montgomery County Engineer  
 Date: 9/24/13

**CERTIFICATE OF COMMITMENT TO INSTALL PUBLIC SANITARY SEWER:**  
 The undersigned, JMC Properties, Inc., does hereby certify that as the owner of this property, it shall be and is committed to the installation of public sanitary sewer and shall install the same as it becomes available to this property or upon demand from the City of Montgomery, whichever occurs first, and hereby makes known to any successive owner of said property that the same requirement shall apply to it and any subsequent owner.  
**JMC PROPERTIES, INC.**  
 By: *Roesler M. Collier*  
 Roesler M. Collier  
 Its: President  
 Signed to and subscribed to before me this 23 day of September, 2013.  
*James K. ...*  
 Notary Public  
 My Commission Expires: 10-18-14

**MONTGOMERY COUNTY HEALTH DEPARTMENT NOTE:**  
 THE LOTS(S) ON THIS PLAT ARE SUBJECT TO APPROVAL OR DELETION BY THE MONTGOMERY COUNTY HEALTH DEPARTMENT. THE APPROVAL MAY CONTAIN CERTAIN CONDITIONS PERTAINING TO THE ON-SITE WASTEWATER TREATMENT SYSTEM(S) THAT COULD RESTRICT THE USE OF THE LOT(S) OR OBLIGATE OWNERS TO SPECIAL MAINTENANCE AND REPORTING REQUIREMENTS. THESE CONDITIONS ARE ON FILE WITH THE SAID HEALTH DEPARTMENT AND ARE MADE A PART OF THIS PLAT AS IF SET OUT HEREON.

**STATE OF ALABAMA**  
**MONTGOMERY COUNTY**  
**SPILLAGE AND HOLD HARMLESS AGREEMENT**  
 For and in consideration of the sum of One Dollar (\$1.00), the receipt and sufficiency whereof is hereby acknowledged, the undersigned hereby agree to hold harmless the City of Montgomery, Alabama, a municipal corporation, its successors and assigns, from any damages or injuries to physical property or life, human or animal, occurring as a result of public surface water discharging, spilling, dumping, or draining onto and across the lands of the owners located in the County of Montgomery, State of Alabama, to-wit:  
**PROJECT NAME: LAKEVIEW PLACE PLAT NO. 2B**  
**LOCATION: MONTGOMERY COUNTY, ALABAMA**  
**PROPERTY LYING IN NORTH 1/2 OF SECTION 24, T-17-N, R-18-E**

The Owner of each lot shall agree to protect the said City of Montgomery, Alabama, a municipal corporation, its successors and assigns, against any claim or damages, compensation or otherwise, on the part of anyone, growing out of or resulting from injury to a person, occurring as a result of physical surface water discharging, spilling, dumping, or draining onto and across the lands of an owner of the aforementioned property, and to reimburse or make good any loss, damage or costs that the said City of Montgomery, Alabama, a municipal corporation, may have to pay if any litigation arises from said injuries on each owner's lot.  
 The undersigned do hereby agree and understand that the agreement herein is and shall constitute a covenant running with the land and shall be binding upon it, its successors and assigns.  
 IN WITNESS WHEREOF, the undersigned have hereunto set their hands on this the 27 day of Sept, 2013.

**JMC PROPERTIES, INC.**  
 By: *Roesler M. Collier*  
 Roesler M. Collier  
 Its: President

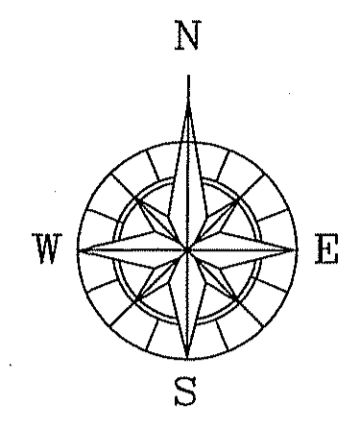
**STATE OF ALABAMA**  
**MONTGOMERY COUNTY**  
 BEFORE ME, the undersigned authority, personally appeared, *Roesler M. Collier*, whose name is signed to the foregoing instrument, Roesler M. Collier, in his capacity as President of JMC Properties, Incorporated, respectfully, and who is known to me, and acknowledged before me on this day, that being informed of the contents of said Hold Harmless and Indemnity Agreement, he, as said officer, executed the same voluntarily, and with full authority as the act of said corporation, on the day the same bears date.  
 Given under my hand and official seal this the 23 day of Sept, 2013.  
*James K. ...*  
 Notary Public  
 My Commission Expires: 10-18-14

**GENERAL NOTES:**  
 1. ALL EASEMENTS OR RIGHTS-OF-WAYS, EXCEPT UTILITY, PRIVATE EASEMENTS, COMMON EASEMENTS OR EASEMENTS FOR SANITARY SEWERS OR WATER MAINS SHOWN ON THE PLAT ARE HEREBY DEDICATED TO THE MUNICIPALITY OF MONTGOMERY, ALABAMA, AND/OR THE COUNTY OF MONTGOMERY, ALABAMA, FOR PUBLIC USE. EASEMENTS INCLUDE THE RIGHTS OF INGRESS AND EGRESS BY CITY AND/OR COUNTY EMPLOYEES FOR MAINTENANCE OF THE PROPERTY INCLUDED IN THE EASEMENTS. NO PERMANENT STRUCTURES MAY BE PLACED ON ANY EASEMENT SHOWN.  
 2. EASEMENTS FOR SANITARY SEWERS AND WATER MAINS, IF NOT PREVIOUSLY DEDICATED, ARE HEREBY DEDICATED TO THE WATER WORKS AND SANITARY SEWER BOARD OF THE CITY OF MONTGOMERY, ALABAMA, ITS SUCCESSORS OR ASSIGNS, FOR INGRESS AND EGRESS IN THE INSTALLATION AND MAINTENANCE OF SANITARY SEWERS AND WATER MAINS AND THEIR APPURTENANCES. NO PERMANENT STRUCTURES MAY BE ERRECTED OVER ANY PART OF THESE EASEMENTS.  
 3. STREETS SHOWN HEREON, IF NOT PREVIOUSLY DEDICATED, ARE HEREBY TENDERED FOR DEDICATION TO PUBLIC USE.  
 4. A TEN FOOT EASEMENT FOR UTILITIES IS HEREBY RESERVED ON THAT PORTION OF EACH LOT ADJACENT A DEDICATED STREET. EASEMENTS FOR UTILITIES, PRIVATE DRAINAGE OR PRIVATE ACCESS ARE FOR THE USE OF ANY UTILITY WHICH MAY REQUIRE THEM, FOR SURFACE DRAINAGE OR ACCESS AS NEEDED. INSTALLATION AND MAINTENANCE OF PROPERTY IN THESE EASEMENTS ARE NOT THE RESPONSIBILITY OF THE CITY OR COUNTY OF MONTGOMERY, ALABAMA.

**NOTE:** LOTS ARE LOCATED IN FLOOD ZONE AE (BASE FLOOD ELEVATION DETERMINED) ACCORDING TO FIRM MAP 0110100055 D, DATED AUGUST 4, 2003. THE BASE FLOOD ELEVATION FOR THIS PARCEL IS 171.00'. THE MINIMUM BUILDING BASE ELEVATION IS 173.00'.

**LAKEVIEW PLACE PLAT NO. 2B**  
**LOCATED IN THE NORTH 1/2**  
**OF SECTION 24, T-17-N, R-18-E**  
**MONTGOMERY COUNTY, ALABAMA**

NOTE: \* BEARINGS ROTATED TO MATCH AND TIE TAKEN FROM SURVEY BY STEVE MARTIN, REG. NO. 11726 DATED MAY 7, 1999.



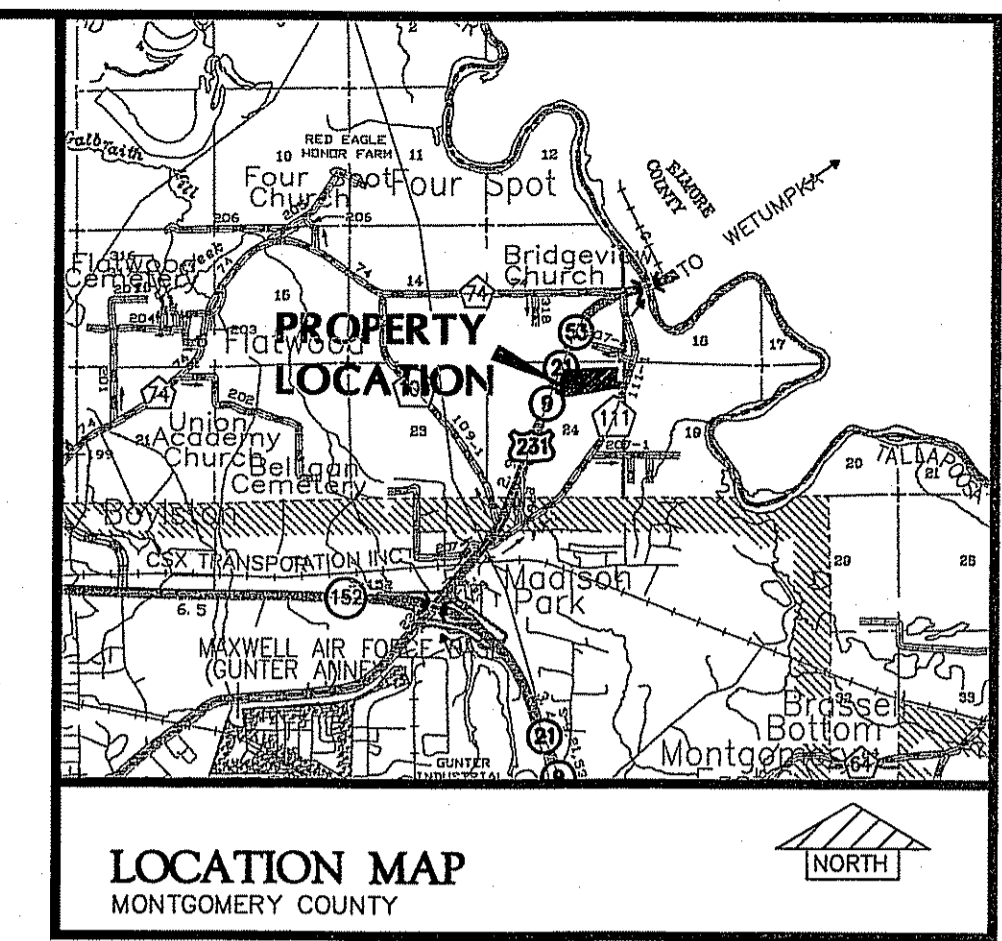
GRAPHIC SCALE  
 ( IN FEET )  
 1 inch = 100 ft.

**LEGEND**

- FOUND IRON PIN
- SET IRON PIN (5/8" REBAR CAPPED)  
W/# 7349, 16163, 20897
- ▽ CALCULATED POINT

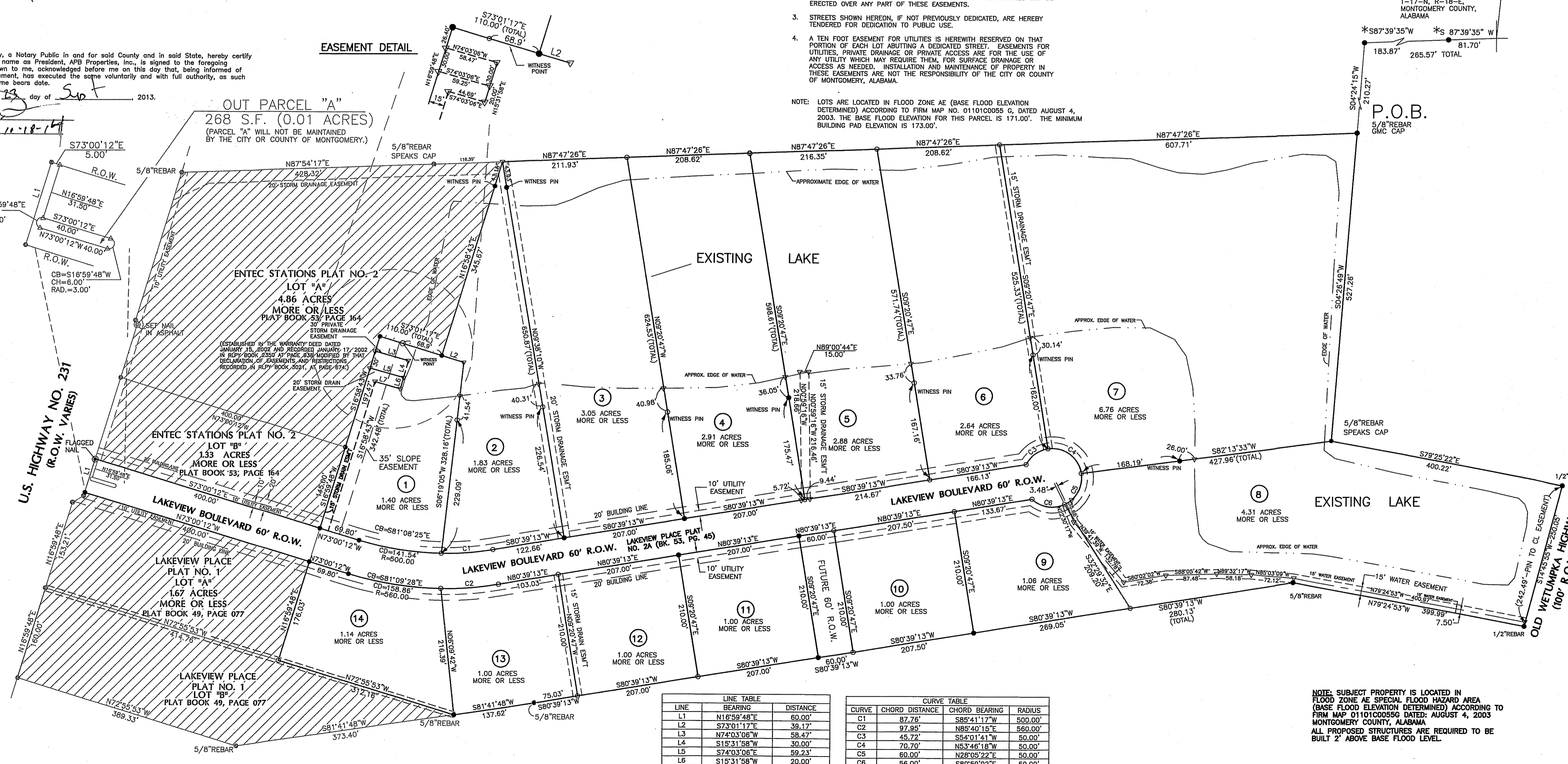
**P.O.C.**  
 \*3/4" CRIMP TOP FOUND  
 N.E. CORNER SECTION 24,  
 T-17-N, R-18-E,  
 MONTGOMERY COUNTY,  
 ALABAMA

**P.O.B.**  
 5/8" REBAR  
 SMC CAP



**LAKEVIEW PLACE PLAT NO. 2B RESTRICTIONS**

- The following covenants and restrictions (the "Restrictions") apply to all lots (collectively, the "Lots") depicted in this Lakeview Place Plat No. 2B (the "Plat" or "Plat Map"), including that land designated as Outparcel "A" lying within Lakeview Boulevard, except as otherwise specified in any numbered Restriction below:
- Maintenance of Lots.** Prior to and during construction of improvements on any Lot, the Lot shall be maintained in a highly condition, free from trash and unlight, overgrown and unused vegetation. Upon completion of construction of improvements on the Property, the Property shall be attractively landscaped and maintained.
  - Construction and Alteration of Improvements; Temporary Improvements.** The owner of each Lot shall comply with all governmental requirements and obtain all required permits for the construction or alteration of improvements on or serving the Lot, including but not limited to any National Pollutant Discharge Elimination System/NPDES requirements and any other requirements of the Alabama Department of Public Health and other governmental agencies having jurisdiction over the Lots.  
 (a) Construction on any Lot, once commenced, shall be diligently pursued to completion.  
 (b) No mobile home, trailer, portable building or other temporary structure shall be installed on any Lot except that such structures shall be permitted for construction personnel and their offices in connection with construction or alteration of improvements on any Lot(s) and only during the period of such construction or alteration.
  - Underground Utility Service.** Erection or use on any Lot of overhead wires, poles, or overhead facilities for any kind of communication, electrical or other utility service is prohibited. All such utility service shall be by underground wire or cable. Nothing herein shall be construed to prohibit overhead lighting or ornamental above-ground lighting with service by underground conductors.
  - Signs on Lots 1-14.** On Lots 1 through 14, no billboards shall be permitted, nor any sign be permitted which identifies or advertises any business other than the businesses conducted on the Lot where the sign is located.
  - Outparcel "A"** - The Sign Provisions regarding Outparcel "A" are contained in a declaration being recorded simultaneously with this Plat.
  - Use Restrictions.** The following uses, operations and conditions are prohibited:  
 (a) single family, multi-family or other residential uses, whether in whole or in part;  
 (b) the extraction of oil, gas, any other mineral, sand or gravel or the storing of equipment used in such extraction operations;  
 (c) the breeding, raising or keeping of animals, livestock or poultry of any kind, provided, however, that the raising or keeping of animals, livestock or poultry shall be limited to such activities as are necessary for the operation of a veterinary clinic and related activities including, but not limited to kennels and other short term animal boarding facilities in conjunction with a veterinary clinic or humane shelter; and,  
 (d) any activities or conditions which constitute a private or public nuisance.
  - Buildings and other Improvements Require Prior Written Approval.**  
 (a) The exterior elevations, color and materials of buildings and other improvements (or any addition thereto) to be placed on the Property shall be subject to the prior written approval of the Architectural Review Committee (the "Committee").  
 (b) The Committee shall be composed of three persons appointed by JMC Properties, Inc. Any approval, consent or other action taken by the Committee shall be subject to the address for the Committee at P.O. Box 24187, Montgomery, Alabama 36124-0187, or such other address as the Committee shall establish by recording a notification of address in the real property records of the Office of the Judge of Probate of Montgomery County, Alabama.  
 (c) The Committee's approval of any Plans shall be in its sole discretion based on aesthetic considerations and the Committee shall not be responsible for any defects in the Plans. Neither the Committee nor any member thereof shall be liable for any damage suffered or claimed by reason of:  
 (i) any defect in the plans, drawings, designs, elevations or other matters submitted to the Committee for review (the "Plans");  
 (ii) the Committee's approval, disapproval or modification of the Plans;  
 (iii) the performance of any work, whether or not pursuant to the approved Plans, or (iv) the development of any Lot.  
 (d) Any storm water easement on a Lakeview Lot shall be subject to the provisions of this Section 7 and shall constitute a deed of approval of such Plans.  
 (e) The fact that the Committee has approved any similar plans in the past shall not constitute an estoppel of the Committee to deny approval of any Plans thereafter submitted.
  - Lakefront Lot Restrictions.** The Restrictions in this Section 7 apply to Lots 1 through 8 (collectively, the "Lakefront Lot" and collectively, the "Lakefront Lots"), each of which contains a portion of the water retention pond as generally depicted in the Plat Map (the "Lake"). Except as otherwise provided in Subsection 7(d)(ii) hereof, the Restrictions in this Section 7 are enforceable only by the owner(s) of a Lakefront Lot.  
 (a) Subject to provisions in this Section expressly providing otherwise:  
 (i) the use and enjoyment of the portion of the Lake situated on any Lakefront Lot is the exclusive right of the owner(s) of that Lakefront Lot; and  
 (ii) no owner of a Lakefront Lot obtains any rights of enjoyment or use of any portion of the Lake outside of an owner's own Lakefront Lot.  
 (b) Swimming and any use, operation or storage of any boat or other vessel on the Lake is prohibited.  
 (c) Fishing is permitted.  
 (d) A Lakefront Lot owner may fill and construct fast land on, or contract and modify docks, decks, buildings and other improvements on and in, the portion of the Lake within said Lot, subject to the following restrictions:  
 (i) There shall be no filling of land or construction of improvements which extend into the Lake more than 50 feet from the current shoreline as reflected in the Plat Map; provided, however, that any such filling or construction shall be designed and undertaken in accordance with sound engineering practices and in a manner which does not adversely affect the shoreline of other Lakefront Lots.  
 (ii) Any storm water easement on a Lakefront Lot depicted in the Plat Map shall, without execution of any document, automatically extend to a point which allows the spillage of storm water on and over extended fast land on the Lake. The owner(s) of the Lakefront Lot extending the fast land with fill shall be responsible for the installation of storm water drainage improvements which shall be designed and undertaken in accordance with sound engineering principles. The provisions of this Section 7(d)(ii) are enforceable by the owner(s) of any Lot; and  
 (iii) No building or other structure extending into the Lake beyond the shoreline depicted in the Plat Map (whether constructed in or over water or an extended fast land) shall be constructed within 20 feet of a Lakefront Lot's side lot line.
  - Lot Subdivision.** No Lot may be reconfigured, and no additional Lot(s) created, by subdivision re-platting, except that:  
 (a) adjoining Lots may have common boundary lines between them reconfigured so long as the resulting Lots comply with applicable governmental subdivision requirements; and,  
 (b) re-subdivision is permitted to a Lot to be removed as a separate Lot and incorporated into any adjoining Lot(s).  
 The lots resulting from a permitted re-subdivision under this Section shall constitute Lots. Any Lot which is entirely incorporated into other Lots as a result of a permitted re-subdivision shall cease to be a Lot as of the recording of such re-subdivision map.
  - No Forfeiture of Title.** In no event shall a violation of the Restrictions result in a forfeiture of title to a Lot.  
 (a) Amendment. The Restrictions can be amended by, and effective as of, the filing of an amendment in the real property records of the Office of the Judge of Probate of Montgomery County, Alabama, executed by the owner(s) of the requisite number of Lots specified in this Section.  
 (b) Any amendment affecting the provisions of Section 7(d)(ii) hereof, Section 7(d)(iii) and Section 7(d)(iv) requires the approval of at least 75% of the Lots.  
 (c) Any amendment affecting the provisions of Section 7(d)(ii) hereof, Section 7(d)(iii) and Section 7(d)(iv) requires the approval of at least 75% of the Lakefront Lots.  
 (d) Any termination of the Restrictions in their entirety, or any amendment affecting the provisions of Section 7, entitled "No Forfeiture of Title", requires approval by the owner(s) of all Lots.  
 (e) Except as otherwise provided above in this Section 10, any amendment of the Restrictions requires the approval of a majority of the Lots.
- Outparcel "A" is not considered a Lot under this Section for purposes of determining how many Lots have joined in an amendment or how many Lots must join in an amendment in order for it to be effective.



LINE TABLE			CURVE TABLE			
LINE	BEARING	DISTANCE	CURVE	CHORD DISTANCE	CHORD BEARING	RADIUS
L1	N16°59'48"E	60.00'	C1	87.76'	S85°41'17"W	500.00'
L2	S73°00'12"E	39.17'	C2	87.95'	N85°40'15"E	560.00'
L3	N74°03'08"W	58.47'	C3	45.72'	S54°01'41"W	50.00'
L4	S15°31'58"W	30.00'	C4	70.70'	N53°46'18"W	50.00'
L5	S74°03'08"E	59.23'	C5	59.00'	N28°05'22"E	90.00'
L6	S15°31'58"W	20.00'	C6	59.00'	S80°59'02"E	90.00'
L7	S74°03'08"E	44.69'				

**NOTE:** SUBJECT PROPERTY IS LOCATED IN FLOOD ZONE AE SPECIAL FLOOD HAZARD AREA (BASE FLOOD ELEVATION DETERMINED) ACCORDING TO FIRM MAP 0110100055 DATED: AUGUST 4, 2003 MONTGOMERY COUNTY, ALABAMA. ALL PROPOSED STRUCTURES ARE REQUIRED TO BE BUILT 2' ABOVE BASE FLOOD LEVEL.

STATE OF ALABAMA  
 MONTGOMERY COUNTY  
 I CERTIFY THIS INSTRUMENT WAS FILED ON  
 PLAT 00054 PG 0050 2013 SEP 25 08:33AM  
 STEVEN L. REED  
 JUDGE OF PROBATE

INDEX  
 REC FEE \$5.00  
 CERT \$20.00  
 CHECK TOTAL \$25.00  
 203226 Clerk: #101 08:38AM

DATE: 9/19/2013  
**LARRY E. SPEAKS & ASSOCIATES**  
 CONSULTING ENGINEERS & LAND SURVEYORS  
 535 HERRON STREET  
 MONTGOMERY, AL 36104  
 TEL. 334/262-1091