

STATE OF ALABAMA )  
LAUDERDALE COUNTY )

Recording Fee 17.00  
TOTAL 17.00

**PROTECTIVE COVENANTS**  
**FOR**  
**PEDEN RIDGE**

The undersigned, Donna Rea Richardson., is the owner of the property embraced in the subdivision shown on the map and plat prepared by Alexander Maps and Surveys, Inc. and known and designated as **PEDEN RIDGE**, located in Lauderdale County, Alabama, and shown on Plat Book 7, Page 86. If there is a conflict between these Protective Covenants and the subdivision plat, the plat will override these covenants. The undersigned owner hereby imposes on all of the lots provided in said plat the following covenants and building restrictions:

**I. APPROVAL OF ARCHITECTURAL CONTROL COMMITTEE:** The Architectural Control Committee will be composed of two members, and the initial members are Donna Rea Richardson and Doyce Richardson. No structure of any kind shall be built on said property until the plans and plot plan for same have been approved in writing by the "Architectural Control Committee", which approval shall not be reasonably withheld. A majority of the committee may designate a representative to act for it. Any vote on any questions presented to the Committee may be presented orally in any Committee meeting or in writing, whether or not such party may be present at such meeting. In the event of death or resignation of any member of the committee, the remaining member(s) shall have full authority to designate a successor. If at any time, the then record owner of three-fourths (3/4) of the lots in this subdivision shall have the power, through a duly acknowledged instrument recorded in the Judge of Probate of Lauderdale County, to amend or abolish these covenants, restrictions and setback lines or to change the membership of the Architectural Control Committee, or to withdraw from the Committee or restore to it any of its powers or duties.

**II. LAND USE AND BUILDING TYPE:** Except as provided below, no lot or part thereof shall be occupied, used or maintained except as a one family dwelling house primarily devoted to and used as a residence. No lot may be subdivided without the written consent of the Architectural Control Committee and the Health Department. The consent shall be recorded in the Office of the Judge of Probate. Commercial buildings, multi-family buildings, mobile homes, and pre-fabricated residences are expressly prohibited.

**III. CONSTRUCTION, DWELLING QUALITY, AND SIZE:** The minimum living area of a one story dwelling must have a minimum living area of 1,800 square feet. A 1-1/2 or 2-story dwelling must have a minimum ground floor living area of 1,200 square feet and a total minimum living area of 2,000 square feet. Porches, attached garages, breezeways and basements shall not be included in computing the above minimum living area. The surface of the foundation of any structure must be covered with 80% brick. The exterior of any structure must be at least 80% brick. All dwellings should have good quality workmanship and materials. All homes must be built either by the property owner or by a licensed Contractor to insure quality workmanship and protection for all residents. Garages permissible for the storage of not more than three cars are to be constructed from the same or equal materials as the main structure. Only brick or quality metal outbuildings will be allowed. All garages or outbuildings must have garage doors suitable to block the view of the interior of the garage or outbuilding from the street.

**IV. BUILDING LOCATION:** No building shall be located on any lot nearer than 50 feet to any lot line or more lots.

**V. NUISANCE:** No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance. There shall be no construction or repair of motor vehicles, water craft, tractors or other mechanical devices, except that which can be done and is done of a non-commercial nature. Parking and storage of non-operating automobiles, trucks, boats or other vehicles is prohibited, except within a garage located upon the property.

17.00

**VI. ANIMAL CONTROL:** No animals, reptiles, 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 purpose. Any outside dogs must be kept in kennels. No chronic barking dogs will be allowed in this subdivision. The main purpose and intention of this restriction is to maintain the quiet and peace of the subdivision and for the safety of children in the subdivision.

**VII. BUSINESS OR TRADE:** No business or trade of any kind or other commercial enterprise or noxious or offensive activity shall be engaged in or carried on upon any of the lots with the exception of teaching the various arts, tutoring, an office not open to the public, or babysitting not more than three children who are not members of the household.

**VIII. MAINTENANCE OF LOTS, LAWN AND ROAD:** The entire lot shall be maintained clean, neat and free of undergrowth at all times and no noxious or offensive conditions shall be continued thereon. No lot shall be used or maintained as a dumping ground for rubbish or garbage. Trash, garbage or other waste shall not be kept except in sanitary containers and equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition. The main road between the lots shall be maintained and kept in good condition by all lot owners equally sharing such costs.

**IX. OIL DRILLING:** No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any lot.

**X. AMENDMENT OF THESE PROTECTIVE COVENANTS:** (a) At any time, the then record owners of three-fourths (3/4) of the lots in this subdivision shall have the power, through a duly acknowledged instrument recorded in the Judge of Probate of Lauderdale County, to amend or abolish these covenants, restrictions and setback lines or to change the membership of the Architectural Control Committee, or to withdraw from the Committee or restore to it any of its powers or duties.

**XI. TERMS OF RESTRICTIONS:** These protective covenants and restrictions are to run with the land and shall be binding on all persons claiming under them for a period of thirty (30) years from the date these protective covenants and restrictions are recorded, after which time said protective covenants and restrictions shall be automatically extended for successive periods of ten (10) years, unless an instrument signed by a majority of the then Owners of the Lots has been recorded, agreeing to change said restrictions in whole or in part.

**XII. VIOLATIONS:**

(a) If any person or entity shall violate any of the protective covenants or restrictions herein, it shall be lawful for any person or persons owning property in this subdivision to prosecute any proceedings by court action against the persons or person violating any such protective covenants or restrictions to prevent any such violation or attempted violation or recover damages for same. The lot owner found by the Court to violate these restrictions will be obligated to pay the attorney fees of the parties filing the legal action. If no action is begun before completion of a residence, then all conditions of Article III will be deemed fulfilled.

(b) Invalidation of any one of these protective covenants or restrictions by judgment or Court shall in no way effect any of the other provisions which shall remain in full force and effect.


Executed this 11<sup>th</sup> day of February, 2005.

  
Donna Rea Richardson

STATE OF ALABAMA )  
 )  
LAUDERDALE COUNTY )

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that **Donna Rea Richardson**, whose name is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of this instrument, she executed the same voluntarily on the day the same bears date.

Given under my hand and official seal, this 11<sup>th</sup> day of February, 2005.

  
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Notary Public  
My commission expires: 5-27-08

**THIS INSTRUMENT PREPARED BY:**

Joe H. Yates  
YATES & STANPHILL  
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Florence, AL 35630  
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05-1043  
protective covenants/peden ridge