

STATE OF ALABAMA  
LAUDERDALE COUNTY

PROTECTIVE COVENANTS  
RICKWOOD SUBDIVISION

PART A. PREAMBLE

WHEREAS, the undersigned Alberta Mims Rogers did convey certain lands in Florence , Lauderdale County, Alabama, to the undersigned A.M. Matthews and Huey E. Fritts by deed recorded in the office of the Probate Judge of Lauderdale County, Alabama, in Book 575 at pages 344-346, and the said Matthews and Fritts executed a mortgage on such property in favor of the said Rogers which mortgage is recorded in said Probate Office in Book 577, at pages 52-56; and

WHEREAS, in said mortgage and in said deed there were provided certain restrictions governing the use of said land; and

WHEREAS, the major portion of the land conveyed by said deed and mortgage has been platted and subdivided by the undersigned as Rickwood Subdivision, the plat of said subdivision being recorded in the office of the Probate Judge of Lauderdale County, Alabama, in New Plat Book 3 at Page 2; and

WHEREAS, no lots in said subdivision have been sold and the undersigned are the owners of the entire subdivision and all lands conveyed by said deed and mortgage; and

WHEREAS, to facilitate the development of said subdivision the undersigned desire to waive and annul the restrictive covenants appearing in said deed and mortgage and to impose on the land covered by said instruments other and different restrictive covenants;

NOW THEREFORE the undersigned, as the owners of all of the land covered hereby, and in consideration of the benefit to accrue to them hereby, do agree that the restrictive covenants provided and appearing



Page #2, continued.

in the deed recorded in the Probate Office of Lauderdale County, Alabama in Book 575 at Page 344-6 and in the mortgage recorded in said office in Book 577 at Pages 52-56 are hereby waived, annulled, cancelled and held for naught, and that there are hereby imposed upon all of the land conveyed by said deed and mortgage, including Rickwood Subdivision according to the map and plat thereof recorded in the Probate Office of Lauderdale County, Alabama, in New Plat Book 3 at Page 2, the following protective covenants which shall run with the land, to-wit:

#### PART B. AREA OF APPLICATION

B-1. FULLY-PROTECTED RESIDENTIAL AREA. The residential area covenants in Part C in their entirety shall apply to the entire subdivision, except the westwardly 120 feet of said Lot 35, may be used for normal church purposes in addition to residential purposes; and excepting that Lot 36 and the westwardly 120 feet of Lot 35 may, in addition to residential purposes, be used for parking and recreation in connection with the normal activities of any church located on Lots 1, 2, 3, 37, 38 and the eastwardly portion of Lot 35 but no church structure shall be placed on Lot 36 or the westwardly 120 feet of Lot 35.

#### PART C. RESIDENTIAL AREA COVENANTS

C-1. LAND USE AND BUILDING TYPE. No lot shall be used except for residential purposes. No building shall be erected, altered, placed, or permitted to remain on any lot other than one detached single-family dwelling not to exceed two and one-half stories in height and a private garage for not more than two cars.

C-2. ARCHITECTURAL CONTROL. No building shall be erected, placed, or altered on any lot until the construction plans and specifications and a plan showing the location of the structure have been approved by the architectural control committee as to quality of workmanship and materials



Page #3, continued.

harmony of external design with existing structures, and as to location with respect to topography and finish grade elevation. No fence or wall shall be erected, placed or altered on any lot nearer to any street than the minimum building setback line unless similarly approved. Approval shall be as provided in Part D.

C-3 DWELLING COST, QUALITY AND SIZE. No dwelling shall be permitted on any lot at a cost of less than \$12,000 based upon cost levels prevailing on the date these covenants are recorded, it being the intention and purpose of the covenant to assure that all dwellings shall be of a quality of workmanship and materials substantially the same or better than that which can be produced on the date these covenants are recorded at the minimum cost stated herein for the minimum permitted dwelling size. The ground floor area of the main structure, exclusive of one-story open porches and garages, shall be not less than 1,200 square feet for a one-story dwelling, nor less than 1,110 square feet for a dwelling of more than one story.

C-4. BUILDING LOCATION. 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. In any event no building shall be located on any lot nearer than 30 feet to the front lot line, or nearer than 30 feet to any side street line. No building shall be located nearer than 10 feet to an interior lot line, except that a 5-foot minimum side yard shall be permitted for a garage or other permitted accessory building located 40 feet or more from the minimum building setback line. No dwelling shall be located on any interior lot nearer than 25 feet to the rear lot line. For the purposes of this covenant, eaves, steps, and open porches shall not be considered as a part of a building, provided, however, that this shall not be construed to



Page #4, continued.

permit any portion of a building, on a lot to encroach upon another lot. Houses on Lots 72 through 75, both inclusive, must face Duntreath Circle. No building shall be constructed on any lot abutting Rickwood Road in such way that the rear of such building will face Rickwood Road.

C-5. LOT AREA AND WIDTH. No dwelling shall be erected or placed on any lot having a width of less than 80 feet at the minimum building setback line nor shall any dwelling be erected or placed on any lot having an area of less than 10,000 square feet.

C-6. EASEMENTS. Easements to each individual lot for installation and maintenance of utilities and drainage facilities are reserved on the rear eight feet of the lot and as shown on the recorded plat, plus an adjacent twelve foot strip three feet wide on each side lot line where overhead guys are necessary. The granting of this easement or right of access shall not prevent the use of the area by the owner for any permitted purpose except for buildings. A right of pedestrian access by way of a driveway or open lawn area shall also be granted on each lot, from the front lot line to the rear lot line, to any utility company having an installation in the easement.

C-7. NUISANCES. 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 to the neighborhood.

C-8. TEMPORARY STRUCTURES. No structure of a temporary character, trailer, basement, tent, shack, garage, barn, or other outbuilding shall be used on any lot at any time as a residence either temporarily or permanently.

C-9. SIGNS. No sign or any kind shall be displayed to the public view on any lot except one professional sign of not more than one square foot, one sign or not more than five square feet advertising the property for sale or rent, or signs used by a builder to advertise the property during



Page #5, continued.

the construction and sales period.

C-10. OIL AND MINING OPERATIONS. 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.

C-11. LIVESTOCK AND POULTRY. 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 purpose.

C-12. GARBAGE AND REFUSE DISPOSAL. No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

C-13. SIGHT DISTANCE AT INTERSECTIONS. No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between 2 and 6 feet above the roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting them at points 25 feet from the intersection of the street lines, or in the case of a rounded property corner from the intersection of the street property lines extended. The same sight-line limitations shall apply on any lot within 10 feet from the intersection of a street property line with the edge of a driveway or alley pavement. No tree shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.



Page #6, continued.

PART D. ARCHITECTURAL CONTROL COMMITTEE

D-1. MEMBERSHIP. The architectural control committee is composed of A.M. Matthews, Huey S. Fritts, Logan G. White, Florence, Alabama. A majority of the committee may designate a representative to act for it. In the event of death or resignation of any member of the committee, the remaining members shall have full authority to designate a successor. Neither the members of the committee, nor its designated representative shall be entitled to any compensation for services performed pursuant to this covenant. At any time, the then record owners of a majority of the lots shall have the power through a duly recorded written instrument to change the membership of the committee or to withdraw from the committee or restore to it any of its powers and duties.

D-2. PROCEDURE. The committee's approval or disapproval as required in these covenants shall be in writing. In the event the committee, or its designated representative, fails to approve or disapprove within 30 days after plans and specifications have been submitted to it, or in any event, if no suit to enjoin the construction has been commenced prior to the completion thereof, approval will not be required and the related covenants shall be deemed to have been fully complied with.

PART E. ENFORCEMENT

If the owner of any lot in the said Rickwood Subdivision shall violate or attempt to violate any of the covenants or restrictions herein stated, it shall be lawful for any other person or persons owning any other lot in said subdivision to prosecute any proceeding at law or in equity against the person or persons violating or attempting to violate any such covenant or restriction to remedy or prevent the same.

Page #7, continued.

IN TESTIMONY WHEREOF, the undersigned, Alberta Mims Rogers, a widow, and A.M. Matthews and his wife, Evelyn Posey Matthews, and Huey E. Fritts and his wife, Helen Fritts, have hereunto set their hands and affixed their seals.

Alberta Mims Rogers (SEAL)  
Alberta Mims Rogers

A.M. Matthews (SEAL)  
A.M. Matthews

Evelyn Posey Matthews (SEAL)  
Evelyn Posey Matthews

Huey E. Fritts (SEAL)  
Huey E. Fritts

Helen Fritts (SEAL)  
Helen Fritts

Acknowledged in General Code Form by Alberta Mims Rogers, a widow, before Viola Patrick, a Notary Public for Lauderdale County, Alabama. On July 19, 1956. (Seal)

Acknowledged in General Code Form by A.M. Matthews and wife, Evelyn Posey Matthews, and Huey E. Fritts and wife, Helen Fritts, and in Separate Code Form by Evelyn Posey Matthews and Helen Fritts, all before Nell E. Key, a Notary Public for Lauderdale County, Alabama. On July 19, 1956. (Seal).

Filed, August 16, 1956.

Recorded, Book 581, page 534-41.