

STATE OF ALABAMA
LAUDERDALE COUNTY

007157

PROTECTIVE COVENANTS OF RIDGECREST
Amended
(An Unrecorded Subdivision)

FICHE 96-84 FRAME 34

Know All Men By These Presents, That Whereas, the undersigned, REEDER DONALD BEHEL and GLENDA F. BEHEL, are the owners of record and the subdivides of the following described real estate, to-wit:

"All of the property embraced in Ridgecrest, an unrecorded subdivision, lying and being in Lauderdale County, Alabama. See Exhibit "A" attached hereto and made a part hereof.

Whereas, we, the undersigned, Reeder Donald Behel and Glenda F. Behel, own all the subdivision and are desirous of establishing and placing the heretofore described subdivision under certain restrictive covenants to insure the use of the property for attractive residential purposes, except as otherwise provided herein, to prevent nuisances, to prevent the impairment of the attractiveness of the property, to maintain the high quality and tone of the Community and thereby to secure to each site owner the free and full benefit and enjoyment of (his) (her) home with no greater restrictions upon the free and undisturbed use of (his) (her) site than is necessary to insure the same advantages to the other site owners.

Now therefore, we, the undersigned do hereby adopt the following conditions, restrictions, covenants and limitations, which shall apply to all lots and tracts in Ridgecrest Subdivision of Lauderdale County, Alabama, and shall hereafter be included as a part of the consideration in transferring and conveying title to any or all of said Lots or Tracts of said Subdivision.

1. **LAND USE AND BUILDING TYPE.** No lot or tract shall be used except for residential purposes. No tract shall be further divided. No building shall be erected, altered, or permitted to remain on any lot or tract other than a detached single-family dwelling and outbuildings as provided for herein. Said outbuildings are to be made from materials similar to those used in dwelling.

2. **DWELLING, QUALITY, AND SIZE.** No dwelling shall be permitted on any lot or tract smaller than herein provided. It being the intention and purpose of the covenant to assure that all dwellings shall be of a quality of workmanship and material substantially the same or better than that which can be produced on the date these covenants are recorded for the minimum permitted dwelling size. The use of brick, vinyl siding or wood is encouraged. The use of asbestos, composition or asphalt exterior siding is expressly prohibited. Further, the use of "perma-stone" or similar material is expressly prohibited. When concrete block is used for foundations, it must be covered with concrete or plaster. All driveways of said subdivision shall be of hard surface, such as concrete, asphalt, or etc. The ground floor area of the main structure, exclusive of one-story open porches and garages, shall not be less than 1500 square feet of finished living area for a one-story dwelling, except, that for any dwelling more than one story, the said ground floor area as set out herein shall not be less than 1200 square feet of finished living area. All dwellings are to be built on site and must have an attached or detached enclosed 2 or 3 car garage opening away from road view. However as an alternative open carports are permitted only on the back side of homes on all lots, except lots 1 and 40. Lots 42-46 are excluded from garage requirements but must be built on site and must contain a minimum of 1350 sq. ft. of finished living area for a one-story. No mobile homes shall be placed on any lot or tract.

3. **BUILDING LOCATION.** No building shall be located nearer than 100' to the edge of the road R.O.W., except Lots 1, 2 & 3 which have set backs of 50', and Lots 42-46 which have a set back of 25'. (Herein subdivision owners

MTG. _____
DEED _____
REC. 8.50

may modify set backs if situation warrants.) No building, eaves, steps or porches shall be located nearer than 10 feet to an interior lot line, (i.e., ownership line).

4. **NUISANCES.** No noxious or offensive activity shall be carried on upon any lot or tract, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood. No crop dusting or spraying from the air is permitted. No vicious dog or any other vicious animal shall be kept on any tract. The intent being to provide for the safety of all children. No quarrying, mining or oil drilling shall be done on any tract.

5. **TEMPORARY STRUCTURES.** No structure of a temporary character, trailer, bus, basement, tent, shack, garage, barn or other out buildings shall be used on any lot or tract at any time as a residence either temporarily or permanently.

6. **SIGNS.** No sign of any kind shall be displayed to the public view on any lot or tract except one professional sign of not more than two square foot, one sign of not more than sixteen square feet advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and sales period, except subdivision identity signs shall be permitted.

7. **LIVESTOCK AND POULTRY.** No hogs shall be raised, bred or kept on any tract. No broiler chicken houses or fighting chicken coops shall be placed on any tract. Horses or cattle will be allowed on any tract containing two (2) or more acres, however, not to exceed in number more than one animal per acre. Commercial cattle feed lots are not permitted. Neat well maintained barns are permissible on tracts containing two (2) acres or more, but must be located 300' or more behind road R.O.W.

The growing of pasture, hay, grain and gardens shall be permitted on any lot or tract.

8. **GARBAGE AND REFUSE DISPOSAL.** No lot or tract shall be used or maintained as a dumping ground for rubbish, trash, garbage, or other waste, and such 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. During land clearing, stump piles are permitted provided they are 300' back from front lot lines and 20' away from property lines. (Herein subdivision owners may modify distance if situation warrants.)

9. **BEAUTIFICATION AND MISCELLANEOUS.**

A. Electrical service lines shall be buried underground at a point beginning at least 100' from the house site.

B. Each private drive shall have an adequate culvert (minimum of 18 in. diameter) installed along existing roadway to maintain proper drainage. No ditches shall be obstructed.

C. Highway 64 is a state maintained road. The road on the south side is a county maintained road. Ridgecrest way is a private road with a 60' right of way, which has been constructed in accordance with Lauderdale County road requirements, We feel that this road will be taken in by the Lauderdale County road department eventually, but said developers make no guarantec of same.

D. All road crossings made for water lines and such, must be bored under roadway (no roadway shall be dug across). Said road bores shall be of sufficient depth as to prevent road buckling. Installing culverts and water lines, etc. during developing (prior to paving) shall not require road boring.

10. **TERM.** These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of ten (10) years from the date these covenants are recorded, after which time said covenants shall automatically be extended for successive periods of 10 years unless an instrument signed by a majority of the then owners of the lots or tracts has been recorded, agreeing to change said covenants in whole or in part. At any time the then record owners of a majority of the lots in said subdivision shall have the power, through a duly acknowledged instrument, to amend or abolish these covenants.

11. **VIOLATIONS.**

A. If any person or entity shall violate any of the restrictions or covenants herein, it shall be lawful for any person or persons owning property within said subdivision to prosecute at law or in equity against the persons or person violating

any such covenants or restrictions to prevent any such violation or attempted violation or recover damages for same.

B. Invalidation of any one of these Covenants by judgment or Court order shall in no way effect any of the other provisions which shall remain in full force and effect.

Executed this 1st day of February, 1996.

Reeder Donald Behel
REEDER DONALD BEHEL

Glenda F. Behel
GLENDA F. BEHEL

**STATE OF ALABAMA
LAUDERDALE COUNTY**

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that **REEDER DONALD BEHEL** and wife, **GLENDA F. BEHEL**, whose names are signed to the foregoing instrument, and who are known to me, acknowledged before me on this day that, being informed of the contents of this instrument, they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal, this 1st day of February, 1996.

Jim Barnett
NOTARY PUBLIC

My Commission Expires: 2-8-97