STATE OF ALABAMA
LAUDERDALE COUNTY

FICHE 89-0059 FRAME COIL

Loto 155

ROBBINS RIDGE, INC.

PROTECTIVE COVENANTS

Robbins Ridge Inc., owner of all of the property in Lauderdale County, Alabama, described on the attached Exhibit "A", which is made a part hereof by reference, said property being shown on a map and plat thereof prepared by White, Lynn, Collins & Assoc., Inc., C.E., known and designated as Robbins Ridge, said map and plat to be recorded in the Office of the Judge of Probate of Lauderdale County, Alabama, hereby impose on all of the lots in said plat and one property described in the attached Exhibit "A" the following covenants and building restrictions:

These covenants are to run with the land and shall be binding on all parties owning any land within the property herein described until January 1, 2000, at which time said covenants shall be automatically extended for successive periods of ten years, unless by vote of a majority of the then owners of the lots, it is agreed to change said covenants in whole or in part.

If any person shall violate or attempt to violate any of the covenants herein, it shall be lawful for any other person or persons owning any real property situated in said development or subdivision or ROBBINS RIDGE Homeowners Association, Inc., to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenant and either to prevent him or them from so doing or to recover damages for such violation, or both, and in the event of a breach of said

4

FICHE 89-0059 FRAME COIR

covenants the person or persons committing the breach shall pay all costs of enforcing these covenants, including a reasonable attorney's fee.

Invalidation of any one of these covenants by judgment or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

- 1. All lots in the subdivision are for residential use only, and not more tran one residence shall be erected on any lot. No structures shall be erected, altered, placed or permitted to remain on any residential building plot other than one detached single-family dwelling not to exceed two stories in height excluding the basement, and a private garage and other outbuildings incidental to residential use of the lot, which outbuildings shall be approved by the Architectural Control Committee. One residence may be built on parts of lots so long as the minimum front footage at the building setback line is at least 90 feet.
- 2. No business or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.
- 3. No trailer, basement, tent, shack, garage, or other outbuilding erected in the tract shall at any time be used as a residence temporarily of permanently, nor shall any structure of a temporary character be used as a residence, except that servants may reside in an outbuilding. All mail boxes shall be approved by said Committee.
- 4. DWELLING QUALITY AND SIZE: No dwelling shall be permitted having a ground floor area, exclusive of porches, terraces, basement, garages and carport, of less than two thousand four hundred (2,400) square feet. All two story residences in the Subdivision must have a ground floor

FICHE 89-0059 FRAME COIS

area, exclusive of open porches, terraces, basement and garages and carports of one thousand two hundred (1,200) square feet.

No residence shall be permitted the use of asbestos siding or shingles except asbestos shingles on the roof and no "perma stone" or the same thing by another name shall be permitted. Natural cut stone shall be permitted. No exposed concrete block shall be permitted.

No carports or garages facing the street shall be permitted unless they have at least a 20 foot floor surface width. All driveways in said subdivision shall be of hard surface material, such as concrete, asphalt, brick, etc.

- 5. Perpetual easements are reserved for utility installation and maintenance, as shown on said plat to be recorded.
- 6. 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 said plat to be recorded. In any event, no building shall be located on any lot nearer than 30 feet to the front lot line, or nearer than 25 feet to any side street line. No building shall be located nearer than 10 feet to an interior lot line. No dwelling shall be located on any interior lot nearer than 35 feet from the rear lot line. Garages may not be located at the rear of a lot nearer than 10 feet from the rear lot line. For the purposes of this covenant, eaves and steps shall not be considered as a part of a building.
- 7. The Ar:hitectural Control Committee is composed of

 Shirley G. Neese , Charles G. Tompkins and

 Steven F. Pierce . A majority of the Committee may

 designate a representative to act for it. In the event of death of resignation of any members of the Committee, the remaining members shall

FICHE 89-0059 FRAME CO14

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 recorded owners of a majority of the lots shall have the power through a July 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.

- 8. 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.
- 9. ARCHITECTURAL CONTROL: No building shall be erected, placed or altered on any lot until the construction plans and specifications and a plot plan showing the location of the structure on the lot have been approved by the Architectural Control Committee as to quality of workmanship and materials, harmony of external design with existing structures, and as to location with respect to topography and finish grade elevation. Approval shall be as provided in Paragraph 8 above
- 10. No sign of any kind shall be displayed to the public view on any lot except one professional real estate sign of not more that tow / square feet. The subdivision developers may have one large sign 30 feet x 15 feet advertising the subdivision.
- 11. No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in

FICHE 89-0059 FRAME Dool

any lot, nor shall oil wells, 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 lct.

- 12. 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. The owners may also keep horses and ponies and shall be allowed to erect stables and barns for the care and maintenance of same; provided, however, the erection of such barns and stables shall be subject to the control of the Architectural Control Committee; provided however, in the event, any owner elsets to keep any horses or ponies there must be at least one (1) acre or the major fraction of an acre in pasture, for each of such animals so kept and maintained on the premises. The barn or stable provided for horses and ponies must be at least 100 feet from the nearest lot line. No owner shall keep or maintain any pet or animal that has vicious propensities, or that becomes a nuisance to the neighborhood.
- 13. No wire or cyclone fence will be permitted in the subdivision. Any hedge, fence or wall may be erected or grown only after the plans and specifications of the same are approved, in writing, by the Architectural Control Committee. No substantial change in the elevation of the land shall be made on the premises.
- 14. No visible radio or T.V. antenna shall be attached or affixed to any part of the residential dwelling or any appurtenant structure, and all T.V. or radio towers must be of a size, shape and location as approved by the Architectural Control Committee, in writing, before their installation

5

- 15. No motor vehicles, boats, mobile homes, campers, or trailers shall be kept or stored on any part of the property, except within an enclosed garage nor shall any such vehicles, boats, motor homes, campers, trucks or trailers be allowed to park on any street in said subdivision overnight or for any extended period and only temporary parking of such shall be allowed.
 - 16. No storage tanks of any kind shall be permitted above ground.
- 17. GARAGE 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 equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.
- 18. SIGHT DISTANCE AT INTERSECTIONS: No fence, wall, hedge or shrub planting which obstructs sight lines at elevations over 3 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 edgs 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.
- 19. For the purpose of maintaining roads, traffic control, general planting within roadway areas, and all common community services of every kind and nature required or desired within the subdivision for the general use and benefit of all lot owners, each and every lot owner, in accepting a

FICHE 89-0059 FRAME Doo3

deed or contract for any lot in such premises, agrees to and shall be a member of and be subject to the obligations and duly enacted by-laws and rules of the ROBBING RIDGE Homeowners Association, Inc., a non-profit corporation, and agrees to pay their maintenance assessment when due for subdivision services and, if not paid, such assessment shall constitute a lien on said lot owner's property.

- 20. When the contruction of any building is started, work thereon must be prosecuted diligently and must be completed within a reasonable time.
- 21. No weeds, underbrush, or other unsightly growth shall be permitted to grow or remain upon any part of the property and no refuse pile or unsightly objects shall be allowed to be placed or suffered to remain any where theron. The general landscaping of any residence and the planting of shrubs and trees must be approved in writing by the Architectural Control Committee before the same are carried out

IN WITNESS WHEREOF, ROBBINS RIDGE, A CORPORATION, has caused this instrument to be executed by its President and attested by its Secretary on this, the 12 day of Moreo 198

ROBBINS RIDGE, INC.

BY Jeff Collins

Its President

ATFEST:

Its Secretary

STATE OF ALABAMA LAUDERDALE COUNTY

FICHE 89-0059 FRAME Doo4

| I, the undersigned, a Notory Public in and for said Courts |
|---|
| I, the undersigned, a Notory Public in and for said County in said State, hereby certify that |
| Robbins Ridge, Inc. a corporation, is signed to the foregoing protective |
| covenants, and who is know to me, acknowledged before me on this day that, |
| being informed of the contents of this instrument, he, as such officer and |
| with full authority, executed the same voluntarily for and as the act of |
| said corporation. |
| Given under my band and acc. |

Given under my hand and official seal this, the 17 day of Mouch 19

Notary Public

| STATE OF A | ARAMA | | | |
|---------------------|-------------------|--------------|---------------|-----|
| LAUDERDA | LE COUNTY | PROBATI | FCCUIRT | |
| i hereby | country that a | he foregoing | Individent | |
| Sect to recognition | L consistent | <u>Narct</u> | 27,1 | 989 |
| | k and tluty recor | CORD IN PART | Page | |
| Doed Tex \$ | Исть | r | Fee | |
| will | . L. Aan | اسر | Judge of Prot | 76g |

FICHE 89-0186 FRAME GOIL

STATE OF ALABAMA

8462

ROBBINS RIDGE, INC. PROTECTIVE COVENANTS

Development
Robbins Riche Inc., owner of all of the property in Lauderdale County,
Alabama, described on the attached Exhibit "A", which is made a part hereof
by reference, said property being shown on a map and plat thereof prepared
by White, Lynn, Collins & Assoc., Inc., C.E., known and designated as
Robbins Ridge, said map and plat to be recorded in the Office of the Judge
of Probate of Lauderdale County, Alabama, hereby impose on all of the lots
in said plat and the property described in the attached Exhibit "A" the
following covenants and building restrictions:

These covenants are to run with the land and shall be binding on all parties owning any land within the property herein described until January 1, 2000, at which time said covenants shall be automatically extended for successive periods of ten years, unless by vote of a majority of the then owners of the lots, it is agreed to change said covenants in whole or in part.

If any person shall violate or attempt to violate any of the covenants herein, it shall be lawful for any other person or persons owning any real property situated in said development or subdivision or ROBBINS RIDGE Homeowners Association, Inc., to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenant and either to prevent him or them from so doing or to recover damages for such violation, or both, and in the event of a breach of said

21.00

FICHE 89-0186 FRAME GOIS

covenants the person or persons committing the breach shall pay all costs of enforcing these covenants, including a reasonable attorney's fee.

Invalidation of any one of these covenants by judgment or court order shall in ... wise affect any of the other provisions which shall remain in full force and effect.

- 1. All lots in the subdivision are for residential use only, and not more than one residence shall be erected on any lot. No structures shall be erected, altered, placed or permitted to remain on any residential building plot other than one detached single-family dwelling not to exceed two stories in height excluding the basement, and a private garage and other outbuildings incidental to residential use of the lot, which outbuildings shall be approved by the Architectural Control Committee. One residence may be built on parts of lots so long as the minimum front footage at the building setback line is at least 90 feet.
- 2. No huminess or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.
- 3. No trailer, basement, tent, shack, garage, or other outbuilding erected in the tract shall at any time be used as a residence temporarily or permanently, nor shall any structure of a temporary character be used as a residence, except that servants may reside in an outbuilding. All mail boxes shall be approved by said Committee.
- 4. DWELLING QUALITY AND SIZE: No dwelling shall be permitted having a ground floor area, exclusive of porches, terraces, basement, garages and carport, of less than two thousand four hundred (2,400) square feet. All two story residences in the Subdivision must have a ground floor

FICHE 89-0186 FRAIVIE GOLY

area, exclusive of open porches, terraces, basement and garages and carports of one thousand two hundred (1,200) square feet.

No residence shall be permitted the use of asbestos siding or shingles except asbestos shingles on the roof and no "perma stone" or the same thing by another name shall be permitted. Natural cut stone shall be permitted.

No exposed concrete block shall be permitted.

No carports or garages facing the street shall be permitted unless they have at least a 20 foot floor surface width. All driveways in said subdivision shall he of terd surface material, such as concrete, asphalt, brick, etc.

- 5. Perpetual easements are reserved for utility installation and maintenance, as shown on said plat to be recorded.
- nearer to the front lot line or nearer to the side street line than the minimum building setback lines shown on the said plat to be recorded. In any event, no building shall be located on any lot nearer than 30 feet to the front lot line, or nearer than 25 feet to any side street line. No building shall be located nearer than 10 feet to an interior lot line. No dwelling shall be located on any interior lot nearer than 35 feet from the rear lot line. Garages may not be located at the rear of a lot nearer than 10 feet from the rear lot line. For the purposes of this covenant, eaves and steps shall not be considered as a part of a building.
- 7. The Architectural Control Committee is composed of

 Shirley G. Neese , Charles G. Tompkins and

 Steven F. Pierce . A majority of the Committee may

 designate a representative to act for it. In the event of death of

 resignation of any member of the Committee, the remaining members shall

FICHE 87-0187 FKAIVIE A001 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 recorded 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.

- 8. PROCECURE: 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.
- g. ARCHITECTURAL CONTROL: No building shall be erected, placed or altered on any lot until the construction plans and specifications and a plot plan showing the location of the structure on the lot have been approved by the Architectural Control Committee as to quality of workmanship and marerials, harmony of external design with existing structures, and as to location with respect to topography and finish grade elevation. Approval shall be as provided in Paragraph 8 above
- 10. No sign of any kind shall be displayed to the public view on any lot except one professional real estate sign of not more that tow / square feet. The subdivision developers may have one large sign 30 feet x 15 feet advertising the subdivision.
- 11. 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, 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.

- 12. 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 purcose. The owners may also keep horses and ponies and shall be allowed to erect stables and barns for the care and maintenance of same; provided, however, the erection of such barns and stables shall be subject to the control of the Architectural Control Committee; provided however, in the event, any owner clects to keep any horses or ponies there must be at least one (1) acre or the major fraction of an acre in pasture, for each of such animals so kept and maintained on the premises. The barn or stable provided for horses and ponies must be at least 100 feet from the nearest lot line. No owner shall keep or maintain any pet or animal that has vicious propensities, or that becomes a nuisance to the neighborhood.
- 13. No wire or cyclone fence will be permitted in the subdivision. Any hedge, fence or wall may be erected or grown only after the plans and specifications of the same are approved, in writing, by the Architectural Control Committee. No substantial change in the elevation of the land shall be made on the premises.
- 14. No visible radio or T.V. antenna shall be attached or affixed to any part of the residential dwelling or any appurtenant structure, and all T.V. or radio towers must be of a size, shape and location as approved by the Architectural Control Committee, in writing, before their installation

FICHE 89-0187 FRAME Acos

- 15. No motor vehicles, boats, mobile homes, campers, or trailers shall be kept or stored on any part of the property, except within an enclosed garage nor shall any such vehicles, boats, motor homes, campers, trucks or trailers be allowed to park on any street in said subdivision overnight or for any extended period and only temporary parking of such shall be allowed.
 - 16. No storage tanks of any kind shall be permitted above ground.
- 17. GARAGE 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 equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.
- shrub planting which obstructs sight lines at elevations over 3 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.
- 19. For the purpose of maintaining roads, traffic control, general planting within roadway areas, and all common community services of every kind and nature required or desired within the subdivision for the general use and benefit of all lot owners, each and every lot owner, in accepting a

FICHE 89-0187 FRAME A004

deed or contract for any lot in such premises, agrees to and shall be a member of and be subject to the obligations and duly enacted by-laws and rules of the ROBBINS RIDGE Homeowners Association, Inc., a non-profit corporation, and agrees to pay their maintenance assessment when due for subdivision services and, if not paid, such assessment shall constitute a lien on said ica owner's property.

- 20. When the contruction of any building is started, work thereon must be prosecuted diligently and must be completed within a reasonable time.
- 21. No weeds, underbrush, or other unsightly growth shall be permitted to grow or remain upon any part of the property and no refuse pile or unsightly objects shall be allowed to be placed or suffered to remain any where theron. The general landscaping of any residence and the planting of shrubs and trees must be approved in writing by the Architectural Control Committee before the same are carried out

ROBBINS RIDGE, INC.

BY Jeff Collin

Its President

A 1/2 31:

Its Secretary

STATE OF ALABAMA

I, the undersigned, a Notory Public in and for said County in said State, hereby certify that Collow Pill Bull hose name as President of Robbins Ridge, Inc. a corporation, is signed to the foregoing protective covenants, and who is know to me, acknowledged before me on this day that, being informed of the contents of this instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and official seal this, the 12 day of March 19.

Notary Public

STATE OF ALARAMA
LAUDERDALE COUNTY, PROBATE COURT
I transity esertity that the foregoing instrument was
filed to record in this office on GLUQ 31, 1989
at 3:58 fm ordisck and duly recorded in Frome
89-0188 Frome GOI2-AOO5 Dead Tax

1.10. Tax Fee 21.00

STATE OF ALABAMA
LAUDERDALE COUNTY

6303 FICHE 90-0071 FRAME FOOT

WILLIAMS DEVELOPMENT S REAL ESTATE, INC.
PROTECTIVE COVENANTS

WILLIAMS DEVELOPMENT & REAL ESTATE, INC., owner of lots numbered 5,6,7,8,9,10,11,12,13,14,19 and 20, ROBBINS RIDGE, a subdivision, as the same appears on the map and plat thereof prepared by White, Lynn, Collins & Assoc., Inc., C.E., and recorded in the Office of the Judge of Probate of Lauderdale County, Alabama, in Plat Book 6, Page 28, hereby imposes on all of said lots the following covenants and building restrictions:

These covenants are to run with the land and shall be binding on all parties owning any land within the property herein described until January 1, 2000, at which time said covenants shall be automatically extended for successive periods of ten years, unless by vote of a majority of the then owners of the lots, it is agreed to change said covenants in whole or in part.

If any person shall violate or attempt to violate any of the covenants herein, it shall be lawful for any other person or persons owning any real property situated in said development or subdivision or ROBBINS RIDGE Homeowners Association, Inc., to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenant and either to prevent him or them from so doing or to recover damages for such violation, or both, and in the event of a breach of said

FICHE 90-0071 FRAME £005

covenants the person or persons committing the breach shall pay all costs of enforcing these covenants, including a reasonable attorney's fee.

Invalidation of any one of these covenants by judgment or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

- 1. All lots in the subdivision are for residential use only, and not more than one residence shall be erected on any lot. No structures shall be erected, altered, placed or permitted to remain on any residential building plot other than one detached single-family dwelling not to exceed two stories in height excluding the basement, and a private garage and other outbuildings incidental to residential use of the lot, which outbuildings shall be approved by the Architectural Control Committee. One residence may be built on parts of lots so long as the minimum front footage at the building setback line is at least 90 feet.
- 2. No business or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.
- 3. No trailer, basement, tent, shack, garage, or other outbuilding erected in the tract shall at any time be used as a residence temporarily or permanently, nor shall any structure of a temporary character be used as a residence, except that servants may reside in an outbuilding. All mail boxes shall be approved by said Committee.
- 4. DWELLING QUALITY AND SIZE: No dwelling shall be permitted having a ground floor area, exclusive of porches, terraces, basement, garages and carport, of less than two thousand four hundred (2,400) square feet. All two story residences in the Subdivision must have a ground floor

FICHE 90-001 FRAME E006

area, exclusive of open porches, terraces, basement and garages and carports of one thousand two hundred (1,200) square feet.

No residence shall be permitted the use of asbestos siding or shingles except asbestos shingles on the roof and no "perma stone" or the same thing by another name shall be permitted. Natural cut stone shall be permitted. No exposed concrete block shall be permitted.

No carports or garages facing the street shall be permitted unless they have at least a 20 foot floor surface width. All driveways in said subdivision shall be of hard surface material, such as concrete, asphalt, brick, etc.

- 5. Perpetual easements are reserved for utility installation and maintenance, as shown on said plat to be recorded.
- nearer to the front lot line or nearer to the side street line than the minimum building setback lines shown on the said plat to be recorded. In any event, no building shall be located on any lot nearer than 30 feet to the front lot line, or nearer than 25 feet to any side street line. No building shall be located nearer than 10 feet to an interior lot line. No dwelling shall be located on any interior lot nearer than 35 feet from the rear lot line. Garages may not be located at the rear of a lot nearer than 10 feet from the rear lot line. For the purposes of this covenant, eaves and steps shall not be considered as a part of a building.
- 7. The Architectural Control Committee is composed of

 Shirley G. Neese , Charles G. Tompkins and

 Steven F. Pierce . A majority of the Committee may designate a representative to act for it. In the event of death of resignation of any member of the Committee, the remaining members shall

FICHE 90-0071 FRAME E007

numittee, nor its designated representative, shall be entitled to any pensation for services performed pursuant to this covenant. At any me, the then recorded owners of a majority of the lots shall have the power through a duly recorded written instrument to change the membership the Committee or to withdraw from the Committee or restore to it any of the powers and duties.

- 8. PROCEDURE: The Committee's approval or disapproval as required these covenants shall be in writing. In the event the Committee, or its signated representative, fails to approve or disapprove within 30 days ter plans and specifications have been submitted to it, or in any event, no suit to enjoin the construction has been commenced prior to the impletion thereof, approval will not be required and the related covenants tall be deemed to have been fully complied with.
- 9. ARCHITECTURAL CONTROL: No building shall be erected, placed or tered on any lot until the construction plans and specifications and a ot plan showing the location of the structure on the lot have been proved by the Architectural Control Committee as to quality of rkmanship and materials, harmony of external design with existing ructures, and as to location with respect to topography and finish grade evation. Approval shall be as provided in Paragraph 8 above
- 10. No sign of any kind shall be displayed to the public view on y lot except one professional real estate sign of not more that two ware feet. The subdivision developers may have one large sign 30 feet x feet advertising the subdivision.
- 11. No oil drilling, oil development operations, oil refining, arrying or mining operations of any kind shall be permitted upon or in

FICHE 90:0071 FRAME FOOS

any lot, nor shall oil wells, 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.

- 12. 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. The owners may also keep horses and ponies and shall be allowed to erect stables and barns for the care and maintenance of same; provided, however, the erection of such barns and stables shall be subject to the control of the Architectural Control Committee; provided however, in the event, any owner elects to keep any horses or ponies there must be at least one (1) acre or the major fraction of an acre in pasture, for each of such animals so kept and maintained on the premises. The barn or stable provided for horses and ponies must be at least 100 feet from the nearest lot line. No owner shall keep or maintain any pet or animal that has vicious propensities, or that becomes a nuisance to the neighborhood.
- 13. No wire or cyclone fence will be permitted in the subdivision. Any hedge, fence or wall may be erected or grown only after the plans and specifications of the same are approved, in writing, by the Architectural Control Committee. No substantial change in the elevation of the land shall be made on the premises.
- 14. No visible radio or T.V. antenna shall be attached or affixed to any part of the residential dwelling or any appurtenant structure, and all T.V. or radio towers must be of a size, shape and location as approved by the Architectural Control Committee, in writing, before their installation

- FICHE 90.007/ FRAME E009

 15. No motor vehicles, boats, mobile homes, campers, or AME lore

 shall be kept or stored on any part of the property, except within an enclosed garage nor shall any such vehicles, boats, motor homes, campers, rucks or trailers be allowed to park on any street in said subdivision evernight or for any extended period and only temporary parking of such shall be allowed.
 - 16. No storage tanks of any kind shall be permitted above ground.
- 17. GARAGE AND REFUSE DISPOSAL: No lot shall be used or maintained s a dumping ground for rubbish. Trash, garbage or other waste shall not e kept except in sanitary containers. All equipment for the storage or isposal of such material shall be kept in a clean and sanitary condition.
- hrub planting which obstructs sight lines at elevations over 3 feet above he roadways shall be placed or permitted to remain on any corner lot ithin the triangular area formed by the street property lines and a line onnecting them at points 25 feet from the intersection of the street ines, or in the case of a rounded property corner from the intersection of he street property lines extended. The same sight-line limitations shall oply on any lot within 10 feet from the intersection of a street property ine with the edge of a driveway or alley pavement. No tree shall be armitted to remain within such distances of such intersections unless the oliage line is maintained at sufficient height to prevent obstruction of ach sight lines.
- 19. For the purpose of maintaining roads, traffic control, general lanting within roadway areas, and all common community services of every ind and nature required or desired within the subdivision for the general se and benefit of all lot owners, each and every lot owner, in accepting a

deed or contract for any lot in such premises, agrees to and shall be a member of and be subject to the obligations and duly enacted by-laws and rules of the ROBBINS RIDGE Homeowners Association, Inc., a non-profit corporation, and agrees to pay their maintenance assessment when due for subdivision services and, if not paid, such assessment shall constitute a lien on said lot owner's property.

- 20. When the contruction of any building is started, work thereon must be prosecuted diligently and must be completed within a reasonable . time.
- 21. No weeds, underbrush, or other unsightly growth shall be permitted to grow or remain upon any part of the property and no refuse pile or unsightly objects shall be allowed to be placed or suffered to remain any where theron. The general landscaping of any residence and the planting of shrubs and trees must be approved in writing by the Architectural Control Committee before the same are carried out

IN WITNESS WHEREOF, WILLIAMS DEVELOPMENT S REAL ESTATE, INC., A CORPORATION, has caused this instrument to be executed by its President and attested by its Secretary on this, the 28 day of 8 and 8 arch 1990

WILLIAMS DEVELOPMENT & REAL ESTATE, INC.

Its President

ATTEST:

Its Secretary

FICHE 90-0071 FRAME EOII

FATE OF ALABAMA

the undersigned, a Notory Public in and for said County in said State, reby certify that J. WINSTON WILLIAMS whose name as President of LLIAMS DEVELOPMENT & REAL ESTATE, INC., a corporation, is signed to the pregoing protective covenants, and who is know to me, acknowledged before on this day that, being informed of the contents of this instrument, he, such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

even under my hand and official seal this, the 29th day of March 1990.

PUBLIC

July Julial Mary Public

STATE OF ALABAMA
LAUDERDALE COUNTY, PROBATE COURT
I hereby certify that the foregoing instrument wen
filled to record in this office on York. 29, 1990
at 3:37p.m o'clock and duty recorded in Fiche
90-0071 Frame E004-E011 Deed Tex

Willie L. Hanling suspect Probate

_ Mtg. Tex_