

7/205

RLPY 2017 10050  
Recorded In Above Book and Page  
03/13/2017 01:34:48 PM  
Will Motlow  
Probate Judge  
Lauderdale County, AL  
Recording Fee 20.00  
TOTAL 20.00

**DECLARATIONS OF PROTECTIVE COVENANTS,  
CONDITIONS AND RESTRICTIONS FOR**

***ROBERTS RIDGE SUBDIVISION***

THIS DECLARATION, made this 8th day of March, 2017, by Billy Alan Roberts and Jennifer Marshall Roberts, husband and wife, fee owners, hereinafter referred to as "Declarant".

WHEREAS, Declarant is the fee owner of the tract of land located in the Southwest  $\frac{1}{4}$  of Section 29, Township 2 South, Range 10 West of Lauderdale County, Alabama, and being more particularly described as follows:

**Begin at a point in the centerline of Locker Lane 2176 feet East of the NW**

**Corner of the SW  $\frac{1}{4}$  of section 29, Township 2 South, Range 10 West;**

**Thence North 88 degrees 25 minutes West along the centerline of Locker**

**Lane 400 feet to a point; thence South 2 degrees 00 minutes West 550 feet to**

**a point; thence South 88 degrees 25 minutes East 400 feet to a point; thence**

**North 2 degrees 00 minutes East 550 feet to the point of beginning.**

**Containing 5.05 acres, more or less. Subject to  $\frac{1}{2}$  of a 60 foot right-of-way**

**On West and North property lines.**

**The within conveyance is made subject to any and all protective covenants,**

**Easements and set-back lines, if any, shown of record or otherwise, to be applicable to the above-described**

WHEREAS, the above named parties are willing and desirous of impressing the hereafter stated covenants, conditions, restrictions and reservations on each of the above described tracts, and

WHEREAS, the parties hereto contemplate selling of tracts of land out of the above described property to members of the public for a valuable consideration, having an average size of one (1) acre,

NOW, THEREFORE, in consideration of the parties hereto mutually agreeing to impress the following covenants, conditions, restrictions, and reservations on each of the above described tracts of land, the undersigned owners hereby impress and impose the following covenants, conditions, restrictions, and reservations on each of the above described tracts of land:

1. All tracts covered by these covenants as above described shall be used only as residential lots.
2. No structure other than one-family dwelling, garages and outbuildings shall be erected, placed or permitted to remain on any residential building lot or combination of lots not in keeping with such purposes, and one-family dwellings shall not exceed two and one-half stories in height, except as hereinafter provided and under no circumstances will any tent, shack, trailer, mobile home or any type of temporary structures be allowed or permitted to remain on said lot.
3. All dwellings constructed upon said property shall be of permanent residence type, and if a one-story dwelling shall have a square footage area of at least 1500 square feet and any two-story dwelling shall have a square footage area of at least 1800 square feet, exclusive of basements, out-buildings, carports, garages, terraces, porches and the like.
4. 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 20 feet to the interior lot line. No dwelling shall be located on the interior lot nearer than 20 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 permit any portion of a building, on a lot to encroach upon another lot.

2017 10052

5. The house must be a minimum of 12 inches off the ground with all water drainage directed toward drainage ditch as to not impact any other adjacent lots per the guidelines set for by the City of Florence.
6. The front of houses on lots 1 and 2 are to face Locker Lane and the fronts of houses on lots 3 and 4 are to face Jane Way.
7. No industrial/manufacturing business or noxious activity shall be engaged in or carried on upon any lot, or on said property,
8. No livestock of any kind shall be raised, bred or kept on any lot. .
9. The street frontage of all lots shall be maintained clean and neat at all times and no noxious or offensive conditions shall be continued thereon or thereabouts. 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 all incinerators or other equipment and containers for the storage or disposal of such material shall be kept in a clean and sanitary condition.
10. No chain link fence shall be permitted on the front of any lot nearer than the front building set back line.
11. No motor vehicles, not in running condition, shall be kept on any lot for a period in excess of thirty days.
12. No radio or TV antennas in excess of 30 feet in height shall be permitted on any lot.
13. Recreational vehicles (RVs) may be kept on the property but may not be used as a residence.
14. The Architectural Control Committee is composed of B. Alan Roberts, Jennifer M. Roberts and Anna C. Roberts Lack. A majority of the committee may designate a representative to act for them. 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 the 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.

IN WITNESS WHEREOF, the undersigned hereby adopt, ratify and confirm the foregoing by hereunto setting their hands and affixing their seals this 8<sup>th</sup> day of March, 2017.

*B. Alan Roberts*

B. Alan Roberts

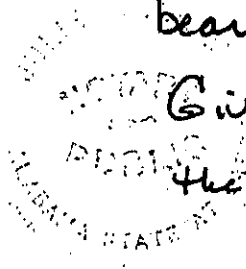
*Jennifer M. Roberts*

Jennifer M. Roberts

State of Alabama  
Randolph County

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that B. Alan Roberts and Jennifer M. Roberts, whose name is signed to the foregoing, and who is known to me, personally appeared before me on this day and acknowledged that, being informed of the contents of the foregoing, (he) she signed the same voluntarily on the day the same bears date.

Given under my hand and official seal this the 8<sup>th</sup> day of March, 2017.



MY COMMISSION EXPIRES JUNE 9, 2018

*Julie A. Hanna*  
Notary Public