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# LakeRidge

## DECLARATION OF PROTECTIVE COVENANTS

KNOW ALL MEN BY THESE PRESENTS, That:

WHEREAS, LakeRidge Partnership, an Alabama general partnership (herein referred to as "Developer"), is the Owner and Developer of all lots shown on the Map or Plat of LakeRidge, as recorded in Plat Book 12, Page 51, in the Probate Office of Shelby County, Alabama (herein "LakeRidge"); and

WHEREAS, Developer desires to subject all of the lots in LakeRidge to these Protective Covenants.

NOW, THEREFORE, Developer does hereby proclaim, publish and declare that all lots in LakeRidge shall be held, conveyed, hypothecated or encumbered, rented, used, occupied and improved subject to the following restrictions, which shall run with the land and shall be binding upon Developer and upon all parties having or acquiring any right, title or interest in any of the lots in LakeRidge to-wit:

- 1. Encroachment Easement.** The Developer may, but is not obligated to construct a zero-lot-line or patio home on all or some of the lots within LakeRidge, and the construction of such homes may require that certain eaves, roof overhangs, gutters, brick veneers, siding, foundation and other architectural features and building materials encroach upon or hang over contiguous lots. According, there is hereby created, granted and reserved as an appurtenance to each lot in LakeRidge, a perpetual easement over and across each lot contiguous thereto for all such encroachments and overhangs, as well as for all encroachments and overhangs resulting from any natural movement or settling of any such home. If any home shall be damaged or destroyed, the owner or owners thereof shall be permitted to repair and reconstruct such home with encroachments and overhangs not more intrusive than those existing at the time of such damage or destruction, and therefor said license and easement shall continue in effect.
- 2. Maintenance Easement.** There is hereby created, granted and reserved to the owner or owners of each lot in LakeRidge a license and right of entry across contiguous lots as reasonably may be needed to maintain and repair such owner's home. The lot owner making use of such easement across the adjoining lot shall be responsible for any and all physical damage to the adjoining lot caused during any such access.
- 3. No Adverse Modifications.** No owner of any lot in LakeRidge shall modify, change or make improvements in his courtyard or driveway area which shall adversely affect the structure or integrity of the building and structures on contiguous lots, including, without limitation, any changes or improvements to such areas which increases the flow or accumulation of storm water drainage against buildings situated on contiguous lots. The provisions of this Paragraph 3 shall not be applicable to the Developer during the construction of homes within LakeRidge.
- 4. Limitation On Construction Of Windows, Doors, etc.** In order to maximize the privacy of each lot in LakeRidge, homes are initially being designed so that the side of a home contiguous with the courtyard of an adjacent lot does not have any windows, doors or other similar type of openings which provide a view or line of sight into the courtyard on the adjacent lot. No owner or owners of any lot in LakeRidge shall change, modify, improve or alter his house in such a manner so as to add one or more windows, doors or other similar types of openings which provide a view of, or line of sight to the courtyard on a contiguous lot without first obtaining the written consent of the affected adjoining owner, which consent shall specifically refer to this Paragraph. The provisions of this Paragraph 4 shall not be applicable to the Developer during the construction of homes within LakeRidge.

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Still Hunter & Assoc.  
3000 Riverchase Galleria  
Su. 935

5. **Fences and Docks.** All fences constructed within LakeRidge shall be constructed of brick, wood, wrought iron or similar type material, and shall be limited to a maximum height of six feet (6'). No chain-link or similar type utility fencing shall be allowed. No wood (as opposed to brick or wrought iron) fence shall be constructed, maintained or allowed with respect to any lot closer than fifty feet (50') to the road right-of-way adjacent to the front of such lot. Any docks constructed within LakeRidge shall be limited to one dock per lot, with a maximum surface area of five feet (5') in width and ten feet (10') feet in length. No dock shall have a roof, awning or other type cover, whether open or closed. Prior to constructing any dock into Indian Valley Lake or Rutherford Lake, lot owners must secure the consent of the owners of such lake. Nothing herein shall be construed or implied as giving permission to the construction of a dock into Indian Valley Lake or Rutherford Lake, or onto any area outside the boundaries of the lot lines as shown on the Plat of LakeRidge, without obtaining the consent of the affected adjoining property owner.
6. **SouthLake Covenants.** All lots within LakeRidge are subject to the Declaration of Protective Covenants of SouthLake (Residential), recorded in Book 160, beginning at Page 495, in the Probate Office of Shelby County, Alabama. Among other terms and conditions set forth therein, said SouthLake Covenants provide that no structures shall be constructed on any parcel, nor shall any existing structures be altered in any way which materially changes the exterior appearance thereof, unless the plans and specifications have been approved in writing by the SouthLake Architectural Committee. Any construction or alterations referred to in this instrument shall be deemed to require the approval of the SouthLake Architectural Committee in accordance with the terms of said SouthLake Covenants. Reference should be made to the SouthLake Covenants for the exact wording of the architectural and other provisions.
7. **Sale of Undeveloped Lots by Developer.** It is understood that the Developer may sell one or more undeveloped lots within LakeRidge without any obligation to construct a house or other dwelling thereon. Nothing in this instrument shall be construed or implied so as to prevent the Developer from selling undeveloped lots within LakeRidge.
8. **Covenants To Run With The Land.** These restrictions shall (a) run with the land; (b) be binding upon any and every person or entity having any right, title or interest in LakeRidge, or any part thereof, and such person's or entity's heirs, executors, administrators, successors and assigns; (c) inure to the benefit of every portion of LakeRidge and every interest therein; (d) inure to the benefit of, and the binding upon, the Developer, its successors in interest and each grantee from the Developer of any interest in LakeRidge and each such grantee's successors in interest; and (e) be binding and in effect for a period of twenty-five (25) years from the date this instrument is recorded in the Probate Office of Shelby County, Alabama, after which these restrictions shall automatically be extended for successive periods of ten (10) years each unless an instrument amending or modifying this instrument, executed by the owners of not less than sixty percent (60%) of the lots in LakeRidge, shall be recorded in the Office of the Judge of Probate of Shelby County, Alabama.
9. **Amendment Of Restrictions.** These restrictions may be modified and amended by the affirmative vote of the owners of at least seventy percent (70%) of the lots within LakeRidge; provided, that so long as Developer still owns any lot or lots in LakeRidge, these restrictions may not be modified or amended without Developer's written consent on any such modification or amendment. Any such modification or amendment must be in writing and filed for record in the Office of the Judge of Probate of Shelby County, Alabama.
10. **Consent of Lot Owners.** Whenever the consent of the owners of the lots in LakeRidge is required with respect to any action described herein, the consent of the owner or owners of any lot shall be deemed given if the record owner of such lot (or a majority of such record owners, if more than one) shall evidence such consent in writing.

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11. **Enforcement.** These restrictions may be enforced by any owner, or any lessees of an owner in LakeRidge, by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant or provisions set forth herein. No delay or failure on the part of an aggrieved party to initiate an available remedy set forth herein shall be held to be a waiver of that party or an estoppel of that party or of any other party to assert any right available to him upon the reoccurrence or continuation of said violation or the occurrence of a different violation.

Damages shall not be deemed adequate compensation for any breach or violation of any provision hereof, but any person or entity entitled to enforce any provision hereof shall be entitled specifically to relief by way of injunction as well as any other available relief either at law or in equity.

12. **Severability.** Invalidation of any one or more of the provisions hereof by a judgment or court order shall not in any manner affect any of the other provisions hereof, and such provisions shall remain in full force and effect.

13. **No Reverter.** No restriction or provision herein is intended to be or shall be construed as a condition subsequent or as creating any possibility of a reverter by violation thereof or otherwise.

14. **Captions.** The captions preceding the various paragraphs of these covenants are for the convenience of reference only, and none of them shall be used as an aid to the construction of any provision hereof. Wherever and whenever applicable, the singular form of any word shall be taken to mean or apply to the plural, and the masculine form shall be taken to mean or apply to the feminine or to the neuter.

15. **Effect Of Violation On Mortgage Lien.** No violation of any of these restrictions shall defeat or render invalid the lien of any mortgage made in good faith and for value upon any portion of LakeRidge; provided, however, that any mortgagee in actual possession, or any purchaser at any mortgagees' or foreclosure sale shall be bound by and subject to these restrictions as fully as any other owner of any portion of LakeRidge.

IN WITNESS WHEREOF, the undersigned Developer has caused this instrument to be executed by its authorized general partner effective this 10 day of AUGUST, 1988.

LAKERIDGE PARTNERSHIP,  
an Alabama general partnership

ATTEST:

By: STILL HUNTER DEVELOPMENT COMPANY, INC.,  
its general partner

Elizabeth D. Beck

By: Still Hunter, Jr.  
Its President

STATE OF ALABAMA

COUNTY OF SHELBY

I, Elizabeth D. Beck, a Notary Public in and for said County in said State, hereby certify that Still Hunter, Jr., whose name as president of Still Hunter Development Company, Inc., as general partner of LakeRidge Partnership, an Alabama general partnership, 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 the instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation, as general partner of such partnership.

Given under my hand this the 10<sup>th</sup> day of August, 1988.

Elizabeth D. Beck  
Notary Public

NOTARIAL SEAL

My commission expires: 10-3-90

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STATE OF ALA. SHELBY  
I CERTIFY THIS  
INSTRUMENT WAS FILED

88 AUG 10 PM 3:30

Thomas A. Snowden, Jr.  
JUDGE OF PROBATE

This Instrument Prepared By:  
Randolph H. Lanier  
Balch & Bingham  
P.O. Box 306  
Birmingham, Alabama 35201

RECORDING FEES	
Recording Fee	\$ <u>10.00</u>
Index Fee	<u>1.00</u>
TOTAL	<u>11.00</u>