

SEP 13 8 57 AM '95

STATE OF ALABAMA
 HOUSTON COUNTY
 JUDGE OF PROBATE

RIMROCK RIDGE SUBDIVISION
 HOUSTON COUNTY

**DECLARATION OF COVENANTS, CONDITIONS AND
 RESTRICTIONS OF RIMROCK RIDGE SUBDIVISION**

KNOW ALL MEN BY THESE PRESENTS, That Whereas the undersigned are the owners of record and the subdividers of the following described real estate, to wit;

All the property embraced in Rimrock Ridge Subdivision according to the plat of said subdivision appearing of record in the Office of the Judge of Probate of Houston County, Alabama, in Plat Book 9, Page 9, all of the property lying and being in Houston County, Alabama.

WHEREAS, we, the undersigned, 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 only, 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 or her home with no greater restrictions upon the free and undisturbed use of his or 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 covenants, conditions, restrictions, and limitations, which shall apply in their entirety to all lots in the Rimrock Ridge Subdivision of Houston County, Alabama, and shall touch and concern and run with the land and hereafter be included as a part of the consideration in transferring and conveying title to any or all of said lots of said subdivision.

(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 with no less than a 1 1/2 car garage and an approved building so designed as to match the decor of the residence. No carports or detached garages permitted.

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(2) *Dwelling, Quality, and Size.* No dwelling shall be permitted on any lot 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 heated area of the main structure shall not be less than 1600 square feet.

(3) *Temporary Structures.* No structure of a temporary character, trailer, basement, tent, shack, barn, dog kennel, above ground pool, or other outbuildings shall be used or erected on any lot at any time. Only structures of a permanent nature and character are allowed and shall be so designed as to match the decor of the residence and must be pre-approved by Klupal Development. The location of said building is subject to the Boards and Health Department approval.

(4) *Fences.* No fence shall extend closer to the street or road than the house. All fences which parallel the streets or roads shall be constructed of wrought iron or brick. All other fences shall be of wrought iron, brick or wood.

(5) *Satellite Dishes.* No satellite dishes or aerial type antennas shall be constructed or erected with the exception of the new 18" or smaller dishes and only in an inconspicuous location.

(6) *Mailboxes.* Mailboxes shall be placed on either brick or heavy wrought iron stands. Wood or light tubular stands are not permitted.

(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 in the neighborhood. In addition, no abandoned automobiles shall be parked on property or roadway. Automobiles shall be moveable as to facilitate mowing.

(8) *Driveways and Yards.* All driveways shall be paved. All yards shall be sodded with centipede as to eliminate a patchwork effect in the neighborhood. All front yards shall be solid sodded. All side yards shall be solid sodded to the back edge of the house. All back yards shall be either sodded or sprigged.

(9) **Architectural Control.** No building shall be erected, placed or altered on any lot until construction plans and specifications and the plans showing the location of the construction have been approved by Klupal Development as to quality and workmanship and materials, harmony of external design with existing topography and finish grade elevation. Specifically all residential structures must have brick veneer wainscoat ~~wooden shingles~~ and all roof lines are to be at least a 6/12 pitch so as to facilitate uniformity in construction.

The Committee's approval or disapproval as required in these covenants shall be in writing. In the event the Committee or its' designated representative fail 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 after the completion thereof, approval will not be required and the related covenant shall be deemed to have been fully complied with.

(10) **Enforcement.** Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant either to restrain violating or to recover damages.

(11) **Severability.** 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.

(12) **Entrance Upkeep.** Per the Homeowners Association Agreement, the upkeep of the entrance shall be the responsibility of the Homeowners Association.

In Witness Whereof, Freddy Klupal DBA/Klupal Contracting and _____ have hereunto set their hands and seals this 13 day of September, 1995.

Freddy Klupal

STATE OF ALABAMA
COUNTY OF HOUSTON

I, the undersigned authority and Notary Public for the State of Alabama at large, hereby certify that Freddy Klapal DBA/Klapal Contracting whose names are signed to the foregoing instrument and who are known to me, acknowledged before me on this date, that being informed of the contents of this instrument, they executed the same voluntarily on the day the same bears date.

Given unto my hand and official seal this the 13th day of September, 1995.



Jane Klapal Blalock
Notary Public
My Comm. Exp.: 12/03/96

This Instrument Prepared by:
Reginald A. Rhodes
Attorney at Law
335 West Main Street
P.O. Box 7122
Dothan, Alabama 36302

FILED
HOUSTON COUNTY
JUDGE OF PROBATE

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Luke Cooley Judge of Probate No. 10893
HOUSTON COUNTY, ALABAMA

Ret
Jane Blalock
PO Box 5621
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