

4. [redacted] *Alkins* [redacted] a 285 *H. Bell* [redacted]

STATE OF ALABAMA )

FRANKLIN COUNTY )

4706

RESTRICTIONS TO BE APPLICABLE TO WOOD RIDGE SUBDIVISION

KNOW ALL MEN BY THESE PRESENTS, That, whereas, the undersigned, LIDO, INC., is the owner of record and the subdivider of the following described real estate, to-wit:

All of the property embraced within Wood Ridge Subdivision according to the map or plat of said subdivision appearing of record in the Office of the Judge of Probate of Franklin County, Alabama, in Plat Book A, Page 100, all of the property lying and being in Franklin County, Alabama.

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WHEREAS, we, the undersigned, LIDO, INC., 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 conditions, restrictions, covenants and limitations, which shall apply in their entirety to all lots in the Wood Ridge Subdivision of Franklin 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 of said subdivision.

I.

1. All lots in the recorded subdivision plat shall be subject to the provisions herein.

II.

1. Upon recordation of the subdivision plat, we, the undersigned, LIDO, INC., shall cause a not for profit association to be formed, said association to be named "The Wood Ridge Homeowners Association". The home owners association shall be

duly formed to enforce restrictions in effect as to the property and to all acts and things proper to maintain the value of the subdivision including full and final approval of all architectural and site plans.

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### III.

1. All architectural plans must be submitted to the home owners association for written approval. This includes original construction and all subsequent alterations or additions.

No building shall be erected, placed or altered on any lot until the construction plans and specifications and the plan showing the location of the construction have been approved by the Wood Ridge Home Owners Association.

2. A site plan, prepared by a licensed surveyor, showing location of proposed improvements including dwelling, all driveways, patios, decks, and any other structures and improvements shall be furnished to the home owners association in advance of any work.

No work of any nature may be commenced on the site until written approval has been given by the home owners association board. If such approval cannot be obtained, upon written request from owner, LIDO, INC., will repurchase this real property for the original sale price.

The Wood Ridge Home Owners Association may obtain injunctive relief to halt any attempted work commenced without approval, as it is agreed by acceptance of conveyance subject to these restrictions that any unaccepted work may cause irreparable and permanent harm to the subdivision and property of others therein.

### IV.

1. No lot shall be used except for residential, single family purposes. No structures shall be erected, altered, placed or permitted to remain on any lot other than one detached, single-family dwelling, and private garage and accessory buildings and structures such as swimming pools, enclosed storage rooms, screened enclosures, decks and patios.

2. All garages shall be enclosed and shall be at least adequate to house two standard-sized American cars. All garage

doors shall be operable. No carports shall be permitted.

3. No structures of a temporary character shall be placed on the premises, except necessary shelters used by builders during construction. Any necessary shelter used by builders during construction must be removed upon completion of construction. 71

4. No trailers, boats, boat trailers or motor homes may be kept upon the premises except in totally-enclosed garages or other areas approved by The Wood Ridge Home Owners Association.

5. No dwelling shall be permitted on any lot smaller than herein provided. No residence may be constructed unless it contains at least two thousand (2,000) square feet of finished, heated and cooled, enclosed living area. No unfinished storage, utility room, basement, attic, breezeway, porch or garage shall be counted as part of the living area for the purpose of determining the minimum building size.

6. No building shall be located closer than thirty-five (35) feet to the front lot line, thirty-five (35) feet to the rear lot line, and twenty (20) feet to any side lot line (except corner lots where a minimum of thirty (30) feet from the side line must be maintained as to any structure); provided any detached permitted outbuildings shall conform to city zoning setback regulations in force at the time of erection thereof.

Whenever the owner of two contiguous lots, or portions thereof, constructs a dwelling partly on both lots, the side lot line restriction above does not apply to the side lot line which forms a common boundary between such lots.

7. All exterior machinery, air conditioning and other mechanical features or storage or fuel tanks shall be screened by landscaping approved by the Wood Ridge Home Owners Association.

8. Only finished materials such as brick, stucco, painted siding, stained siding, vinyl siding, and stained or painted wood shall be used for exterior surfaces of any structures.

9. All fences shall be of a type and quality approved by the Wood Ridge Home Owners Association in advance. No chain link fences shall be allowed. Each fence shall have a gate.

If the fence has only one finished side, it must be the side

exposed to the public. No fence may be erected on the front lot line unless approved in advance by the Wood Ridge Home Owners Association.

10. No sign of any kind shall be displayed to the public view on any lot except one identification sign not more than two square feet in area and one temporary sign of not more than five square in area advertising the property for sale or rent. 72

11. The recorded plan shall designate utility and drainage easements. These easements shall be maintained by owner of the lot, but said owner may place no obstruction which interferes with the use and maintenance of such easement.

12. No commercial activity shall be maintained on the property.

13. 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.

No owner shall keep or maintain any pet or animal that has a vicious propensity, or that becomes a nuisance to the neighborhood.

14. No trees larger than six inches in diameter may be removed, harvested or cut from any lot without the prior approval of the Wood Ridge Home Owners Association. This section will not include trees removed in the area where actual home construction occurs.

15. All driveways must be concrete. Necessary curbing must be professionally cut and removed for driveway entrances and connected to existing gutter on street. No crossing of curbing by vehicles of any nature will be allowed.

#### V.

1. 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 damage.

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

IN WITNESS WHEREOF, the said LIDO, INC., by its President, Mike Akins, who is authorized to execute this instrument, has hereto set its signature and seal, this the 7th day of October, 1992.

LIDO, INC.

BY: Mike Akins  
Mike Akins, President

ATTEST:


[Signature]  
Secretary

STATE OF ALABAMA )  
FRANKLIN COUNTY )

I, the undersigned authority, in and for said County and State, hereby certify that Mike Akins, whose name as President of LIDO, INC., a corporation, 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.

Given under my hand and official seal, this the 7th day of October, 1992.

[Signature]  
NOTARY PUBLIC



THIS INSTRUMENT  
PREPARED BY:  
FINE & McDOWELL  
ATTORNEYS AT LAW  
P.O. BOX 818  
RUSSELLVILLE, AL 35653

1,350 fee

OCT 7 1 02 PM '92  
248-169  
[Handwritten notes]

Mike Allen

826704

4707

PROVISIONS APPLICABLE TO WOOD RIDGE HOME OWNERS ASSOCIATION

Upon a recordation of the subdivision plat of "Wood Ridge Subdivision", LIDO, INC., (developer), shall cause a not-for-profit association called Wood Ridge Home Owners Association to be duly formed to enforce restrictions in effect as to the property, and to do all acts and things proper to maintain the value of the subdivision.

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Provisions affecting the Association shall be as follows:

I.

1. All lot owners shall be members of the Association. Lido, Inc., shall also be a member until such time as set out in 4(b) herein.

2. (a) The following areas shall be designated as common ground areas: the area upon entering of the subdivision located at the Waterloo Road entrance and proceeding north and south on Waterloo Road, the full length of Wood Ridge Subdivision; and between the exit and entry roads of Wood Ridge Drive to Meadow Drive.

(b) LIDO, INC., shall pay fifty percent (50%) of common area maintenance charges until such time as fifty percent of all the lots in the subdivision are sold. Upon such time as fifty percent of all lots in the subdivision are sold, the Wood Ridge Home Owners Association shall thereafter pay all maintenance costs.

3. By vote of two-thirds (2/3rds) of its members, the Association may transfer any or all common ground to any governmental body for purposes agreed to by the Association, such transfer to be evidenced by recordation of a written instrument executed by the required number of owners of record.

4. (a) Every lot owner of record shall be a member of the home owners association and such owner shall be entitled to one (1) vote for each lot owned. If more than one person is an owner of any lot, the vote shall be exercised as they may agree but no more than one vote may be cast as to any lot.

(b) LIDO, INC., shall have one (1) vote for each lot owned by it until seventy-five percent (75%) of the lots are sold

in the subdivision.

II.

1. Each lot purchaser, by acceptance of a conveyance, is deemed to have accepted and agreed to be bound by all the provisions herein, and all duly enacted subsequent modifications, deletions and additions hereto, including payment of annual assessments.

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2. Any annual assessments, interest thereon and cost of collection of same, including reasonable attorney's fees, shall be a charge against the land of the owner in the subdivision, and shall be enforceable as a lien against the property which the assessment was made.

3. All such annual assessments shall be used inclusively for the following purposes: To maintain the welfare of the residents in the subdivision; maintenance of the value of the property; to maintain the common areas; and to hire such agents and attorneys as may be necessary to accomplish such objectives.

4. (a) Such annual assessments may not exceed \$50.00 per lot for any year. Coming into ownership during any portion of the year shall require payment of that owner of a full year's assessment.

(b) Beginning on January 1, 1993, and in each year thereafter, the maximum annual assessment may be increased by ten percent (10%) of the previous year's assessment by a vote of two-thirds of the members eligible to vote as set out in I. 4(a) herein, at a meeting duly called for such purpose.

5. No action requiring a vote is valid unless written notice is given not less than thirty and no more than sixty days in advance of such meeting. At the first such meeting, sixty percent of the eligible votes shall constitute a quorum. If a quorum is not present, another meeting, after notice in writing, as set out above, shall be held and the required quorum shall be thirty percent of the eligible votes. Such subsequent meeting must be held within sixty days of the date set for the original meeting.

6. All assessments shall be fixed at a uniform rate for all lots.

7. LIDO, INC., shall not participate in any vote for purposes of increasing assessment charges.

8. Any assessment unpaid thirty days after the due date shall be considered delinquent, and interest at the legal maximum rate then in effect shall be added from the due date. In the event of delinquency, the Association shall take the necessary actions to collect same and to obtain and foreclose lien against the property. 76

The non-paying owner of record shall be liable for this debt and all cost of collection, including a reasonable attorney's fee.

9. Any lien obtained shall be enforceable by foreclosure, as are other real property liens, and sale or transfer of the property shall not affect such duly recorded judgment or lien.

### III.

1. (a) If any owner fails to maintain the premises and improvements to the satisfaction of the Board of Directors, upon two-thirds vote of said Board, the Board, through its agents and employees, shall have the right to enter upon the premises and repair, maintain and restore the lot and the exterior of any improvements thereon in a manner satisfactory to the home owners association.

The entry onto the premises for such purpose is expressly agreed, by the owner's acceptance of the conveyance, not to constitute a trespass.

(b) The cost of the work involved in III. 1(a) shall be an assessment against the lot, and shall be due and collectible as set out in II. 8 and 9 herein.

### IV.

1. The Association shall have the right to enter a lot to implement effective insect, vermin and fire control by mowing, removing weeds or trash and clearing any growth which in the opinion of the Association, detracts from the beauty of the subdivision or the health of the owners.

Such entrances, by the owner's acceptance of a conveyance, are expressly agreed not to constitute a trespass. None of these acts shall be done until notice has been given by the Association



to record owner and owner has failed to act. Any cost incurred by the Association shall be an added assessment to be collected and a lien for the enforcement of which is hereby granted, as hereinabove set out. 77

V.

1. The provisions hereof shall be in addition to the matters set out in the duly recorded instrument of restrictions governing the Wood Ridge Subdivision.

LIDO, INC.

BY: Mike Akins  
Mike Akins, President

ATTEST:

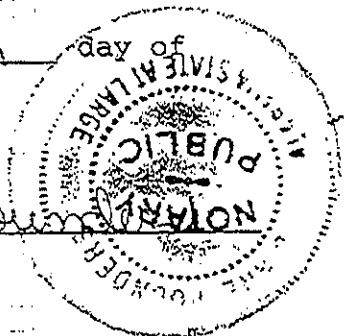
AM Batehuler  
Secretary

STATE OF ALABAMA )  
FRANKLIN COUNTY )

I, the undersigned, a Notary Public in and for said county, in said State, hereby certify that Mike Akins, whose name as President of LIDO, INC., a corporation, 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.

Given under my hand and seal on this the 7th day of October, 1992.

Dianna Town  
NOTARY PUBLIC



THIS INSTRUMENT  
PREPARED BY:  
FINE & McDOWELL  
ATTORNEYS AT LAW  
P.O. BOX 818  
RUSSELLVILLE, ALABAMA

1600 fee

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