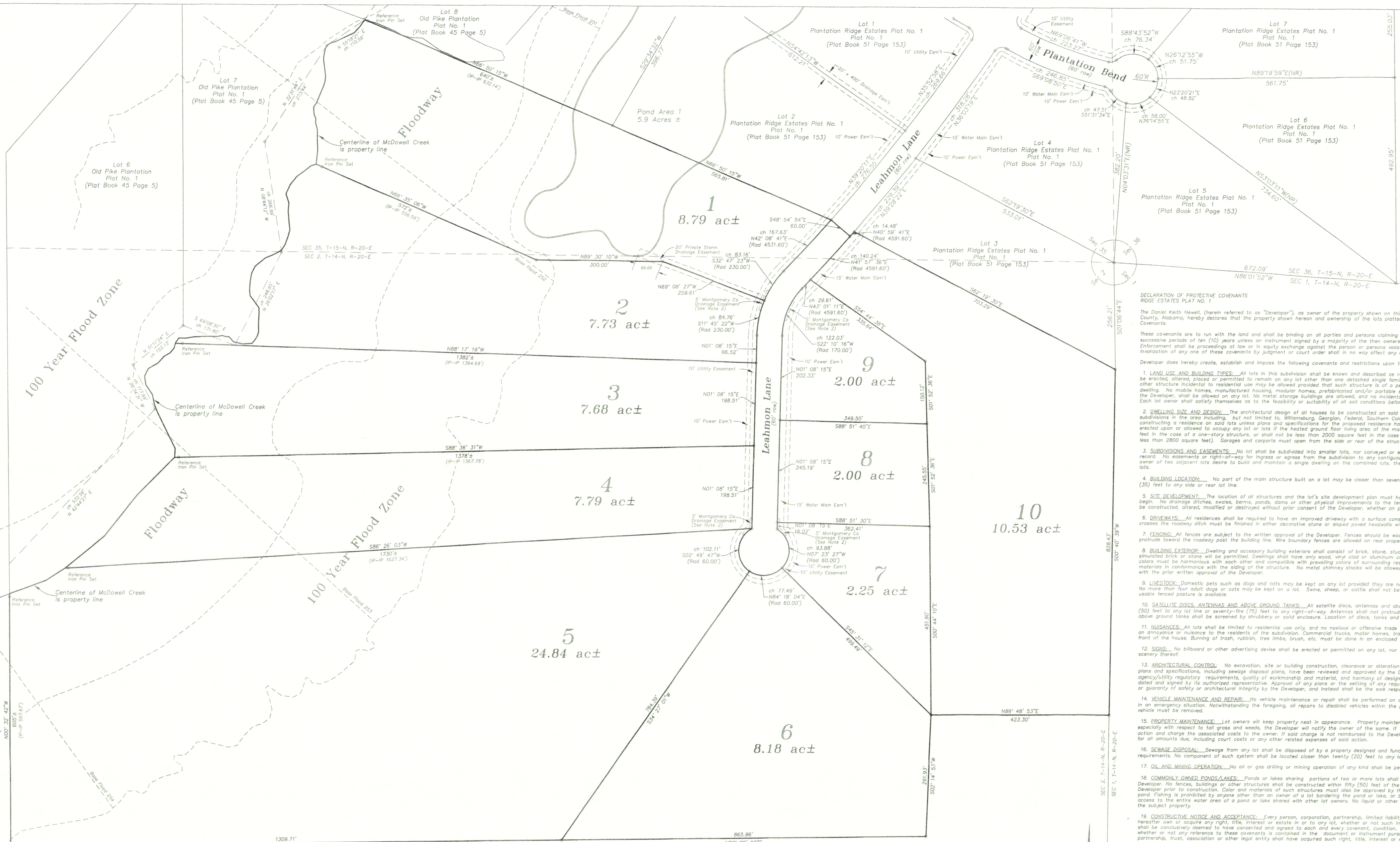
Ridge Estates Plat No.1

LOCATED IN
SE QUARTER OF SEC 35, T–15–N, R–20–E
AND
NE QUARTER OF SEC 2, T–14–N, R–20–E
MONTGOMERY COUNTY, ALABAMA
CONTAINING 81.81 AC±

Pilgreen Engineering, Inc.

MONTGOMERY | ALABAMA
SEPTEMBER, 2021 | 1" = 100'

Drawn By	Office Check	Field Staked	Field Check	Book No.	Job No.
MTB	MTB	MLA	MLA	–	20–527



NOTES:

1. Dimensions on curves are chord measurements unless otherwise noted.

2. According to Firm Panel 01101C0382H, with an effective date of February 5, 2014, the property is located in Flood Zone X–Other Areas, Flood Zone X–Other Flood Areas and Flood Zone AE–100 Year Flood.

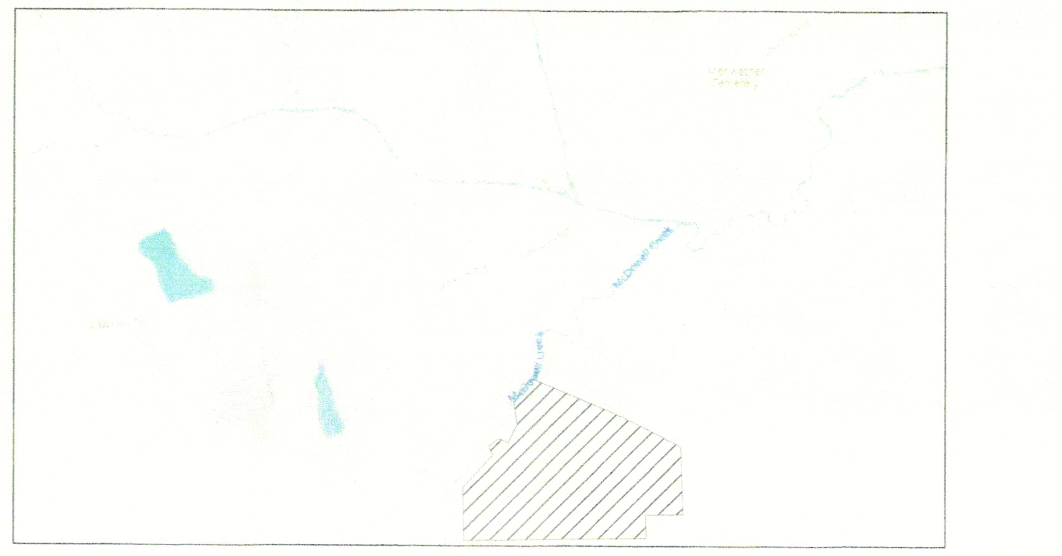
Dixie Electric Cooperative
Restrictive Covenants

a. When electric services are requested and supplied by the Dixie Electric Cooperative from an underground system, the trenching and backfilling from the front property line to the metering point will be the responsibility of the property owner requesting service.

b. No overhead wires, poles, or overhead facilities for any kind of electrical, telephone or cable service or other utility shall be permitted on any part of said property except at those places where overhead distribution facilities are necessary to provide system capacity for Dixie Electric Cooperative underground system. nothing herein shall be construed to prohibit overhead street lighting or ornamental yard lighting where serviced by underground wires or cables.

c. A perpetual ten (10) foot exclusive easement is reserved to Dixie Electric Cooperative, its successors and assigns for each service lateral extending from front property line of each lot shown on this plat to the metering point of each lot.

d. Dixie Electric Cooperative is granted the right to construct, install, operate and maintain its facilities, including all conduits, cables, transclosures and other appliances useful or necessary in connection therewith, along that portion of each lot abutting a dedicated street, unless such strip is reserved for the County of Montgomery or the Water Works and Sanitary Sewer board of the City of Montgomery, within the ten (10) foot utility easement shown, for the underground transmission and distribution of electric power. Together with all the right and privileges necessary or convenient for the full enjoyment or use thereof, including the right of ingress and egress to and from facilities and the right to excavate for installation, replacement, repair, and removal thereof; and also the right to cut and keep clear any and all obstructions or obstacles of whatever character on, under and above said facilities.



Montgomery County Notes:

1. Leahmon Lane shall be dedicated to Montgomery County as Public Right–of–Way.

2. A 5' wide Montgomery County Drainage Easement shall be placed at each storm crossing headwall, and for 25' to either side along the ROW, to allow Montgomery County to access and maintain the portion of the ditch that is on private property

3. Any private easements are not the responsibility of Montgomery County. All easements or rights–of–way, except utility and private drainage, that are shown on the plat are dedicated to Montgomery County for public use.

4. The owners of land on this plat do hereby grant to Montgomery County, Alabama developed storm water spillage rights onto all lots in this plat where runoff from public rights–of–way drains across private property in consideration of the approval of this plat and holds harmless Montgomery County, it's successors and assigns from any damages or injuries to physical property or life, human or animal, occurring as a result of said storm water discharging.

5. Any private easements are not the responsibility of Montgomery County.

Health Department Notes:

1. The lot(s) on this plat are subject to approval or deletion by the Montgomery County LHD. No representation is made that any lot on this plat will accommodate an Onsite Sewage System (OSS). The appropriateness of a lot for wastewater (sewage) treatment and disposal shall be determined when an application is submitted. If permitted, the lot approval may contain certain conditions which restrict the use of the lot or obligate owners to special maintenance and reporting requirements, and these are on file with the said health department and are made a part of this plat as if set out here on.

2. Lots 7, 8 and 9, each being smaller than three acres, are restricted to no more than four bedrooms in one single house per lot.

Water Works and Sanitary Sewer Board of the City of Montgomery notes:

1. Each water service installed for lots no. 1 through no. 10 require a reduced pressure backflow assembly (RPBA) per MWWSSB rules and regulations.

2. Easements for sanitary sewer and water mains, if not previously dedicated are hereby dedicated to the water works and sewer board of the city of Montgomery, Alabama its successors or assigns for ingress and egress in the installation and maintenance of sanitary sewers and water mains and their appurtenances. No permanent structures may be erected on any part of these easements.

CERTIFICATE OF APPROVAL – MONTGOMERY COUNTY EMERGENCY COMMUNICATION DISTRICT

The undersigned, as authorized by the Montgomery County Emergency Communication District, hereby approves the within plat for the recording of the same in the Probate Office of Montgomery County, Alabama.

BY: *April Griffin* Date *12/15/21*
Addressing Coordinator

CERTIFICATE OF APPROVAL – TOWN OF PIKE ROAD PLANNING COMMISSION

This plat was submitted to the Town Planning Commission of Pike Road, Alabama on *12/13/21* and is approved according to the Code of Alabama 11–52–32.

BY: *[signature]* Date *12/14/21*
JONATHAN SMITH
Pike Road Planning Director

STATE OF ALABAMA)
MONTGOMERY COUNTY)

I, Martin T. Blethen, a Professional Land Surveyor of Montgomery, Alabama, hereby certify that the property shown on this map is true and correct, that all corners are marked with iron pins or concrete monuments and that they actually exist.

I hereby certify that all parts of this survey and drawing have been completed in accordance with the current requirements of the standards of practice for surveying in the State of Alabama to the best of my knowledge, information and belief.

According to my survey this the *7th* day of *DECEMBER* 2021.

Martin T Blethen
Martin T. Blethen
Alabama Reg. No. 14728

STATE OF ALABAMA)
MONTGOMERY COUNTY)

The undersigned, Daniel Keith Newell, owner of the property shown above, hereby joins in, executes and signs the foregoing surveyor's certificate, plat, map and declaration of protective covenants, conditions and restrictions and adopts and approves this said instrument on this the *13* day of *December* 2021.

by: *[signature]*
Daniel Keith Newell

STATE OF ALABAMA)
MONTGOMERY COUNTY)

I, the undersigned authority, a notary public in and for said county in said state, hereby certify that Daniel Keith Newell, as owner, 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 owner, executed the same voluntarily.

given under my hand and official seal this the *13* day of *December* 2021.

Notary Public *[signature]* my commission expires *8-13-25*

APPROVAL OF THE MONTGOMERY COUNTY HEALTH DEPARTMENT

The undersigned, as authorized by the Montgomery County Health Department, hereby approved the within plat for recording in the Office of the Judge of Probate of Montgomery County, Alabama this the ____ day of ____________ 2021.

BY: *[signature]*
MELANIE DOGGAN, REHS *Wes Rogers*
ENVIRONMENTAL DIRECTOR
MONTGOMERY COUNTY HEALTH DEPARTMENT

DECLARATION OF PROTECTIVE COVENANTS
RIDGE ESTATES PLAT NO. 1

The Daniel Keith Newell, (herein referred to as "Developer"), as owner of the property shown on this plat, which property constitutes the development known as Ridge Estates in Montgomery County, Alabama, hereby declares that the property shown hereon and ownership of the lots platted hereby are expressly made subject to all of the terms and provisions of these Protective Covenants.

These covenants are to run with the land and shall be binding on all parties and persons claiming them until January 1, 2032, after which said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by a majority of the then owners of the lots has been recorded agreeing to change said covenants in whole or in part. Enforcement shall be proceedings at law or in equity exchange against the person or persons violating or attempting to violate any covenant(s), either to restrain or recover damages. Invalidation of any one of these covenants by judgment or court order shall in no way affect any of the other provisions which shall remain in full force and effect.

Developer does hereby create, establish and impose the following covenants and restrictions upon the property embraced within this plat:

1. LAND USE AND BUILDING TYPES. All lots in this subdivision shall be known and described as residential lots and are to be used exclusively for residential purposes. No structure shall be erected, altered, placed or permitted to remain on any lot other than one detached single family dwelling for private use, except that a private garage, guest house, storage building or other structure incidental to residential use may be allowed provided that such structure is of a permanent nature and has a design and exterior finish commensurate with that of the main dwelling. No mobile homes, manufactured housing, modular homes, prefabricated and/or portable structures, except storage or other incidental out buildings specifically approved in writing by the Developer, shall be allowed on any lot. No metal storage buildings are allowed, and no incidental building or structure shall be erected prior to the construction of the main residence. Each lot owner shall satisfy themselves as to the feasibility or suitability of all soil conditions before building.

2. DWELLING SIZE AND DESIGN. The architectural design of all houses to be constructed on said lots shall conform to the general prevailing type of architecture found in similar subdivisions in the area including, but not limited to, Williamsburg, Georgian, Federal, Southern Colonial and French Colonial. No deviations from this provision shall be made by any owner in constructing a residence on said lots unless plans and specifications for the proposed residence have been submitted to the Developer and written approval is granted. No residence shall be erected upon or allowed to occupy any lot or lots if the heated ground floor living area of the main structure, exclusive of open porches, carports and garages, is less than 2800 square feet in the case of a one–story structure, or shall not be less than 2000 square feet in the case of a one and one–half or two–story structure (total square footage of both floors not less than 2800 square feet). Garages and carports must open from the side or rear of the structure unless otherwise approved in writing by the Developer.

3. SUBDIVISIONS AND EASEMENTS. No lot shall be subdivided into smaller lots, nor conveyed or encumbered in any less than the full original dimensions as shown on the original plat of record. No easements or right–of–way for ingress or egress from the subdivision to any contiguous property shall be granted by the owner of any lot or lots in the subdivision. Should the owner of two adjacent lots desire to build and maintain a single dwelling on the combined lots, then the side lot line restrictions shall apply only to the extreme side lines of the combined lots.

4. BUILDING LOCATION. No part of the main structure built on a lot may be closer than seventy–five (75) feet to any right–of–way. No building shall be located nearer than Thirty Five (35) feet to any side or rear lot line.

5. SITE DEVELOPMENT. The location of all structures and the lot's site development plan must have prior approval of the Developer before any clearance, excavation, construction, etc. may begin. No drainage ditches, swales, berms, ponds, dams or other physical improvements to the terrain to control or change the location or flow of surface water or drainage patterns may be constructed, altered, modified or destroyed without prior consent of the Developer, whether on private property or on right–of–way.

6. DRIVEWAYS. All residences shall be required to have an improved driveway with a surface consisting of concrete, asphalt, stone or gravel. The exposed sides of the driveway where it crosses the roadway ditch must be finished in either decorative stone or sloped paved headwalls within the right–of–way.

7. FENCING. All fences are subject to the written approval of the Developer. Fences should be wood, split rail, vinyl, wrought iron and brick, etc. Galvanized chain link fences should not protrude toward the roadway past the building line. Wire boundary fences are allowed on rear property lines and on side lot lines when approved in writing by the Developer.

8. BUILDING EXTERIOR. Dwelling and accessory building exteriors shall consist of brick, stone, stucco, wood or other material approved in writing by the Developer. No vinyl siding or simulated brick or stone will be permitted. Dwellings shall have only wood, vinyl clad or aluminum clad windows in their construction. All exterior wood must be painted or stained, and finish colors must be harmonious with each other and compatible with prevailing colors of surrounding residential structures. Any protruding fireplace chimneys above the roof shall be finished with materials in conformance with the siding of the structure. No metal chimney stacks will be allowed. No wall or window air conditioning units, nor solar collectors shall be permitted except with the prior written approval of the Developer.

9. LIVESTOCK. Domestic pets such as dogs and cats may be kept on any lot provided they are not maintained for commercial purposes and do not become a nuisance to the subdivision. No more than four adult dogs or cats may be kept on a lot. Swine, sheep, or cattle shall not be kept on any lot. Horses may be kept as long as no more than one animal per acre of usable fenced posture is available.

10. SATELLITE DISCS, ANTENNAS AND ABOVE GROUND TANKS. All satellite discs, antennas and above ground tanks must be located outside of front and side yards, no closer than fifty (50) feet to any lot line or seventy–five (75) feet to any right–of–way. Antennas shall not protrude more than ten (10) feet above the roof line of the residence. All satellite discs and above ground tanks shall be screened by shrubbery or solid enclosure. Location of discs, tanks and screened areas must be approved in writing by the Developer.

11. NUISANCES. All lots shall be limited to residential use only, and no noxious or offensive trade or activity shall be conducted upon any lot, nor shall anything be done to be considered an annoyance or nuisance to the residents of the subdivision. Commercial trucks, motor homes, travel trailers, boats of any kind or heavy equipment shall not be parked on the road or in front of the house. Burning of trash, rubbish, tree limbs, brush, etc. must be done in an enclosed incinerator with a wire mesh cover to prevent burning particles from escaping.

12. SIGNS. No billboard or other advertising devise shall be erected or permitted on any lot, nor shall anything be done or permitted on any lot which will deface or mar the natural scenery thereof.

13. ARCHITECTURAL CONTROL. No excavation, site or building construction, clearance or alteration to lots of any kind shall commence until site development plans and building construction plans and specifications, including sewage disposal plans, have been reviewed and approved by the Developer, or it's designated representative; for adherence to plat restrictions and public agency/utility regulatory requirements, quality of workmanship and material, and harmony of design with existing structures in the area. All approvals by the Developer must be in writing, dated and signed by its authorized representative. Approval of any plans or the setting of any requirement for approval does not constitute, and shall not be construed as any representation or guaranty of safety or architectural integrity by the Developer, and instead shall be the sole responsibility of each lot owner.

14. VEHICLE MAINTENANCE AND REPAIR. No vehicle maintenance or repair shall be performed on any vehicle upon any portions of the subject property, unless performed in a garage, except in an emergency situation. Notwithstanding the foregoing, all repairs to disabled vehicles within the property must be completed within twenty–four (24) hours from its immobilization or the vehicle must be removed.

15. PROPERTY MAINTENANCE. Lot owners will keep property neat in appearance. Property maintenance will be constantly monitored by the Developer, and if found to be insufficient, especially with respect to tall grass and weeds, the Developer will notify the owner of the same. If the problem is not corrected within thirty (30) days, the Developer may take corrective action and charge the associated costs to the owner. If said charge is not reimbursed to the Developer within sixty (60) days of the notice, a lien shall be placed on the subject property for all amounts due, including court costs or any other related expenses of said action.

16. SEWAGE DISPOSAL. Sewage from any lot shall be disposed of by a properly designed and functioning onsite sewage disposal system which meets all local, state and federal requirements. No component of such system shall be located closer than twenty (20) feet to any lot line.

17. OIL AND MINING OPERATION. No oil or gas drilling or mining operation of any kind shall be permitted on any lot.

18. COMMONLY OWNED PONDS/LAKES. Ponds or lakes sharing portions of two or more lots shall not be expanded or altered in any way without the express written consent of the Developer. No fences, buildings or other structures shall be constructed within fifty (50) feet of the shoreline. Piers, gazebos, etc. may be allowed, but must have written approval of the Developer prior to construction. Color and materials of such structures must also be approved by the Developer. No gas powered motor boat shall be used on any such commonly owned pond. Fishing is prohibited by anyone other than an owner of a lot bordering the pond or lake, or by guests accompanied by any such lot owner. All lot owners shall have unobstructed access to the entire water area of a pond or lake shared with other lot owners. No liquid or other materials other than natural water shall be discharged into any pond, lake or stream on the subject property.

19. CONSTRUCTIVE NOTICE AND ACCEPTANCE. Every person, corporation, partnership, limited liability company, limited partnership, trust association or other legal entity, who or which shall hereafter own or acquire any right, title, interest or estate in or to any lot, whether or not such interest is reflected in the Office of the Judge of Probate of Montgomery County, Alabama, shall be conclusively deemed to have consented and agreed to each and every covenant, condition, restriction, reservation and easement contained or by reference incorporated herein, whether or not any reference to these covenants is contained in the document or instrument pursuant to which such person, corporation, partnership, limited liability company, limited partnership, trust, association or other legal entity shall have acquired such right, title, interest or estate in the lot or any interest therein.

20. ENFORCEMENT. Enforcement of these protective covenants may be instituted by the Developer and/or the owner of any lot in the manner prescribed herein or by a proceeding at law or in equity against the person, persons, or legal entities violating or attempting to violate any of these covenants. Any action may be either to restrain violation or to recover damages therefore. In the event of litigation arising out of the interpretation or enforcement of the rights or obligations under the Declaration, the party instituting such litigation is entitled, but not limited to, reasonable attorneys' fees, costs and expenses, which may be awarded by the court before whom such litigation is brought.

21. EFFECT OF INVALIDATION. If any provision of these protective covenants is held to be invalid by any court, the invalidity of such provision shall not affect the validity of the remaining provisions hereof.

22. ABSENCE OF COMMON SCHEME. Notwithstanding anything to the contrary provided herein, it is understood and agreed that the covenants and restrictions imposed hereunder shall not be deemed to create a common scheme or to restrict any other property now or heretofore or hereafter owned by the Developer other than the lots shown on this Plat which are made subject to these covenants by the execution, acknowledgment and recordation of this Plat.

23. NO REVERTER. No provision of these protective covenants is intended to create, or shall be construed as creating, a condition subsequent to or a possibility of reverter.

24. INOPERABLE VEHICLES. No dilapidated, unlicensed, or inoperable vehicle, trailer, boat, airplane, recreational vehicle or commercial vehicle, including without limitation, vehicles without wheels or an engine, shall be stored on the properties, except within a fully enclosed structure.

The undersigned, has executed this Declaration of Protective Covenants for Ridge Estates Plat No. 1, on the *13* day of *December* 2021.

DANIEL KEITH NEWELL

BY: *[signature]*
DANIEL KEITH NEWELL
OWNER/DEVELOPER

STATE OF ALABAMA
COUNTY OF MONTGOMERY

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that Daniel Keith Newell, whose name as Owner, is signed to the foregoing Declaration of Protective Covenants for Ridge Estates Plat No. 1, and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he, as such owner and with full authority, executed the same voluntarily.

Given under my hand and official seal of office this *13* day of *December* 2021.

[signature] My Commission Expires: *8-13-25*
Notary Public

CERTIFICATE OF APPROVAL – WATER WORKS & SANITARY SEWER BOARD OF THE CITY OF MONTGOMERY

This plat has been submitted to and approved by the Water Works and Sanitary Sewer Board of the City of Montgomery for recording in the Office of the Judge of Probate of Montgomery County, Alabama.

BY: *[signature]* Date *12/10/21*
Chief Engineer

APPROVAL OF THE MONTGOMERY COUNTY ENGINEER

This plat has been submitted to and approved by the Montgomery County Engineer for recording in the Office of the Judge of Probate of Montgomery County, Alabama this the *15th* day of *December* 2021.

BY: *[signature]*
GEORGE C. SPEAKE
MONTGOMERY COUNTY ENGINEER

PLAT 00057 PAGE 0066

STATE OF ALA.MONTGOMERY CO.
I CERTIFY THIS INSTRUMENT WAS FILED ON
PLAT 00057 PG 0066 2021 Dec 16 10:56AM
J C LOVE, III
JUDGE OF PROBATE

INDEX	$5.00
REC FEE	$20.00
CERT	$0.00
VISA TOTAL	$25.00
422510	Clerk: #102 10:56AM