

2085

STATE OF ALABAMA
SHELBY COUNTY

RESTRICTIONS AND PROTECTIVE COVENANTS

TO

COUNTRYSIDE AT CHELSEA - PHASE
III

KNOW ALL MEN BY THESE PRESENT:

That, whereas, S.W. Smyer Jr. and Robert P. Parker are the owners of all of the property embraced in what is known as Countryside at Chelsea - Phase III Countryside at Chelsea Subdivision, as same is recorded in Map Book 12, Page 84 in the office of the Judge of Probate of Shelby County, Alabama;

and

WHEREAS, the said S.W. Smyer Jr. and Robert P. Parker desire to fix and establish certain restrictions and protective covenants as to the use and enjoyment of all of the lots or parcels of land located in said Countryside at Chelsea Sub-division, Phase III, as said lots are laid down and platted in the Plat of Countryside at Chelsea Subdivision, Phase III in Map Book , Page in the Office of the Judge of Probate of Shelby County, Alabama; to fix and establish restrictions as to the use and enjoyment of said lots or parcels of land known as Countryside at Chelsea Subdivision, Phase III; and that thus thereby protect all persons, firms or corporations that may in the future become the owners of said lots or parcels of land, or in any part thereof; and

WHEREAS, the said S.W. Smyer Jr. and Robert P. Parker, owners of the said property located in Countryside at Chelsea Subdivision, Phase III, desire to subject said property to certain restrictions and protections and limitations as to the use thereof, in order to provide for the general welfare of the public, and to provide for the orderly development of the said property in a manner consistent with the policies of the State of Alabama and Shelby County;

NOW, THEREFORE, the said S.W. Smyer Jr. and Robert P. Parker, do, by these presents, establish and fix protective and restrictive covenants and restrictions as to the future use of said lots or parcels of land located in Countryside at Chelsea Subdivision, Phase III, as follows:

1. No lot or parcel of land shall be used except for residential purposes. No buildings shall be erected, altered, placed or permitted to remain on any lot other than one detached single family dwelling not to exceed two and one-half (2-1/2) stories in height and a private garage or carport for not more than three (3) automobiles, nor less than two.

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✓ Leaks Realty
2070 Valleydale Rd.
Suite 61
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2, (a) No building shall be erected, placed, or altered on any lot until the construction plans and specifications and the plans showing the location of the structure have been approved by the architectural control committee designated hereinbelow, as to quality of workmanship and materials, harmony of external design with existing structures, considerations involving environmental protection, and as to location with respect to topograph and finish grade elevation. A copy of said plan shall be left on permanent file with said architectural control committee and said house shall be built in general conformity therewith. No fence or wall shall be erected, placed or altered on any lot nearer to any street than the minimum building set-back line unless similarly approved by the said architectural control committee.

(b) The architectural control committee is composed of Homer L. Dobbs, S.W. Smyer Jr., and Robert P. Parker. The committee may designate a representative to act for it. In the event of death or resignation of any member, the remaining members shall have full authority to designate a successor. Neither the members of the committee, nor its designated representative(s), shall be entitled to any compensation for services performed pursuant to this covenant. At any time, the than 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.

(c) It being the intention and purpose of these covenants to assure that all dwellings shall be of a quality of workmanship and materials substantially the same, and, furthermore, to insure that the requirements as to size of dwellings are maintained, the following minimum requirements are incorporated herewith:

1. On each of the said lots of CountrySide at Chelsea Subdivision, ^{Phase III} the first floor area or main floor area of the main structure, exclusive of one story open porches and garages or carports, shall not be less than (1,800) eighteen hundred square feet in the case of a one story structure, nor less than (1,300) thirteen hundred square feet in the case of a one and one-half (1-1/2), two (2), or two and one-half (2-1/2) story structure. In the event a house is constructed in tri-level, that is, the main level having split level of different height and/or elevation, then, in that event, the main level shall be considered to be the ground level and said upper level of that particular floor, to the exclusion

of any level beneath or below said main level. That is to say, that no basement footage will or can be considered as main level footage, for the purpose of this restriction.

(d) The committee's approval or disapproval as required in these covenants shall be in writing. In the event the committee, or its designated representative(s), fails to approve or disapprove within thirty (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 prior to the completion thereof, approval will not be required and the related covenants shall be deemed to have been fully complied with.

3. No building shall be located on any lot or parcel of land nearer to the front line or nearer to the side street than the minimum building set-back lines shown on the recorded plat, as recorded in Map Book , Page , in the Office of the Judge of Probate of Shelby County, Alabama. In any event, no building shall be located on any lot nearer than thirty-five (35) feet to the front lot line nor nearer than thirty-five (35) feet to any side street line, and no building shall be located nearer than twenty (20) feet to an interior lot line. A twenty (20) foot side yard shall be required for a garage or other permitted accessory building located thirty-five (35) feet or more from the minimum building set-back line. No dwelling shall be located on an interior lot line nearer than thirty-five (35) feet to the rear lot line. For the purpose of this covenant, eaves, steps and open porches shall not be construed or 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.

4. Easement or Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded Plat and not less than ten (10) feet over the rear or side line of each lot.

5. No noxious or offensive activities shall be carried on upon any lot, nor shall anything thereon be done which may be or may become an annoyance or nuisance to the neighborhood or neighboring or adjacent lots.

6. No structure of a temporary character, trailer, basement, tent, shack, garage, barn, or other out building shall be used or permitted on any lot at any time as a residence, either temporarily or permanently.

7. No sign of any kind shall be displayed to the public view on any lot except one professional sign of not more than one square foot, one sign of not more than five square feet advertising the property for sale or rent, or a sign used by a builder to advertise the property during the construction and sales period.

8. No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any lot, except that of dogs, cats, or other household or domestic pets may be kept, provided that they are not kept, bred, or maintained for any commercial purpose or purposes. In addition hereto, no dog, cat or other household pet or domesticated animal shall be allowed to run loose through the neighborhood except and unless said animal be constrained by leash, rope, or other similar device to impair the unrestrictive movement of the animal through the neighborhood.

9. No lot shall be used or maintained as a dumping ground for rubbish, trash, garbage or other waste, which shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

10. No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between two (2) and six (6) feet above the roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property line and a line connecting them at points twenty-five (25) feet from the intersection of the street lines, or in the case of a rounded property corner, from the intersection of the street property lines extended. The same sight line limitations shall apply on any lot within ten (10) feet from the intersection of a street property line with the edge of a driveway or alley pavement. No tree or shrub shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight line.

11. These covenants are to run with the land and shall be binding on all parties claiming under them for a period of twenty-five (25) years from the date of these covenants, after which time 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.

12. Enforcement shall be by proceedings at law or in equity against any person or persons violating these covenants or attempting to violate any covenant either to restrain violation or to recover damages.

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

14. The architectural control committee reserves the right to amend or alter these covenants at such time or times as it is deemed in the best interest of the property owners.

IN WITNESS WHEREOF, S. W. Smyer, Jr. and Robert P. Parker, have caused this instrument to be executed for and in behalf of Countryside at Chelsea Subdivision Phase III, on this the 23 day of August, 1988.


S. W. Smyer, Jr.


Robert P. Parker

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STATE OF ALABAMA)

SHELBY COUNTY)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that S. W. Smyer, Jr. and Robert P. Parker, whose names appear hereinabove, and are signed to the foregoing instrument, and who are known, acknowledged before me on this day that, being informed of the contents of the instrument, they, by their own hand and in their own right, executed the same voluntarily for and as their act on the day the same bears date.

Given under my hand and official seal, this the 23rd day of August, 1988.

STATE OF ALA. SHELBY COUNTY
I CERTIFY THIS
INSTRUMENT WAS FILED

88 AUG 26 AM 10:20


JUDGE OF PROBATE


NOTARY PUBLIC

RECORDING FEES

Recording Fee \$ 12.50

Index Fee 1.00

TOTAL 13.50