

# Declaration of Protective Covenants of Chelsea Ridge Subdivision

THIS DECLARATION OF PROTECTIVE COVENANTS, made this OCTOBER day of  
16, 1995, by Chelsea Ridge Neighborhood Association, a partnership.

WITNESSETH:

WHEREAS, The Chelsea Ridge Subdivision desires to establish and enforce uniform standards of development quality and to provide for the effective preservation of the appearance, value and amenities of Chelsea Ridge Subdivision, which establishment, enforcement and preservation shall benefit all owners of the property located thereon and, to that end, desires to subject said real property to the protective covenants and restrictions herein contained, all of which are for the benefit of the said real property and the owners thereof;

Now, THEREFORE, Chelsea Ridge Neighborhood Association declares that the Property, as defined in Article 1, Section 9 hereof shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with, the Property and be binding on all parties having any right, title or interest in the Property or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

## ARTICLE I DEFINITIONS

Section 1. "Articles" shall mean the Articles of Partnership of the Association, as said Articles may be amended from time to time.

Section 2. "Association" shall mean and refer to Chelsea Ridge Subdivision.

Section 3. "Board" shall mean the Board of Directors of the Association.

Section 4. "Bylaws" shall mean the Bylaws of the Association, as such Bylaws may be amended from time to time.

Section 5. "Declaration" shall mean this entire document, as same may from time to time be amended.

Section 6. "Lot" shall mean and refer to the individual lots as reflected in the Subdivision Map, as the same may be amended from time to time. A Lot shall be deemed "Developed" when all offsite street and utilities have been completely installed. A Lot shall be deemed "Improved" when a Single Family Residence has been completely constructed thereon.

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Section 7. "Member" shall mean any person who is a member of the Association. Every Owner shall be a Member.

Section 8. "Owner" shall mean and refer to the record owner, whether one or more persons or entities of fee simple title to any Lot.

Section 9. "Property" or "Project" shall mean and refer to Chelsea Ridge Subdivision as a whole and to that certain real property described in the Subdivision Map and including all of the Lots, the Common Areas, and all Easements as reflected on the Subdivision Map.

Section 10. "Protective Covenants" shall mean all of those covenants, conditions and restrictions contained in this entire Declaration.

Section 11. "Purchaser" shall mean any person who acquires any Lot.

Section 12. "Subdivision Record Map" shall mean the recorded map or plat covering any or all of the property referred to in the Declaration, and any amendments or supplements thereof, as recorded in Map Book , page , in the Probate Office for Shelby County, Alabama.

Section 13. "Visible From Neighboring Property" shall mean, with respect to any given object, that such object or any part thereof is or would be visible to a person six feet tall, standing on any part of such neighboring property.

## ARTICLE 2

### EASEMENTS

Section 1. Utility Easements: An easement hereby granted to the electrical and/or telephone company to erect and maintain the necessary poles and other necessary equipment on said property and to affix and maintain electrical and /or telephone wires, circuits and conduits on, above, across and under the roofs and exterior wall of said residences. An easement is further granted to all police, fire protection, ambulance and all similar persons to enter upon the private driveways and streets on the Property in the performance of their duties. An easement is hereby granted to the Associates, its officers, agents employees and to any management company elected by the Association to enter in or to cross over the Lots as provided for herein. Notwithstanding anything to the contrary contained in this paragraph, no sewers, electrical lines, water lines, or other utilities may be installed or relocated on said Property except as approved by the Association or the Association's Board of Directors. The easements provided for in the Article shall in no way affect any other recorded easement on said premises.

Section 2. Limitation: Any easements which may be created pursuant to this Article shall be appurtenant to and the benefits and burdens thereof shall pass along with the title to every Lot and are further subject to all provisions of this declaration.

Section 3. Additional Documents: All Owners shall be and are required to execute such other documents as are necessary or convenient to effectuate the intent of the Declaration with respect to all easements which may be created pursuant to this Article.

## ARTICLE V

### BOARD OF DIRECTORS

Section 1. Objective of Board of Directors: The general objectives of the Board of Directors is to create a neighborhood of single family residences constructed of various styles.

Section 2. Board of Directors Membership: The Board of Directors shall consist of the five legally recognized landowners, members who subsequently sell their property shall be replaced by the new property owner.

Section 3. Meeting Dates (Regular and Called): The Board of Directors shall have regular meetings once a month for a period of two years from the date of new subdivision approval. Dates and time will be determined by the Board members at the first meeting of each year. Meetings shall be held once a quarter thereafter. Special meetings may be called by any two or more Board members.

## ARTICLE VI

### RESTRICTIONS

Section 1. Use Restrictions: The property will be used for residential purposes only and no trade or business purposes will be permitted with the exception of home offices. Main access road into and out of subdivision may not be used to store any Commercial Vehicles, Boats, or Trailers or Equipment. Each Lot or parcel thereof shall not be permitted to store Commercial Vehicles or Equipment weighing in excess of seven (7) tons. Any Commercial Vehicles or Equipment falling within the proscribed limits shall not be visible from neighboring property.

Prohibited uses include, but are not limited to:

- a. Dangerous, noxious, offensive or excessively noisome activities which may be or become an annoyance or nuisance to owners; and
- b. exploring, mining, boring, quarrying, drilling, or otherwise removing oil or other hydrocarbons, minerals, gravel or natural gas

Any owner may request from the Board of Directors at any time a determination of whether a prospective use of a lot is permitted. A certificate to that effect signed by a majority of the Board shall be deemed to be dispositive of this issue.

Section 2. Maintenance: All buildings, landscaping and other improvements upon individual lots shall be continuously maintained by the owner thereof so as to preserve a well-kept appearance.

Trash: No trash, garbage, or other refuse shall be dumped, stored or accumulated on any lot. Trash, garbage or other waste shall not be kept on any lot except in sanitary containers or garbage compactor units. Garbage containers, if any, shall be kept in a clean and sanitary condition, and shall be so placed or screened by shrubbery or other appropriate material so as

not to be visible from any road or visible from neighboring property at any time except during refuse collection.

Section 3: Temporary Structures: Beginning upon occupancy of first permanent residence constructed on property, no structure of a temporary character, trailer, tent or shack shall be used at any time as a residence either temporarily or permanently for more than a one year period. Such temporary structure may only be permitted for residence while construction of the primary residence is being conducted. The date for commencement of the one year period shall begin with the latter of the first day temporary structure is placed on property, or the date of occupancy of first permanent residence constructed on property.

Section 4: Signs: No sign of any kind shall be displayed to the public view on any lot except one professional sign of not more than four square feet advertising the property for sale or rent, or signs used by a General Contractor to advertise during the construction period.

Section 5: No wrecked automobiles, unmaintained automobiles or other vehicles shall be stored or located on any lot.

Section 6: Tenants: It shall be the responsibility of each owner to insure that any tenant of any lot or portion thereof which is owned by him receives a copy of that aforementioned restrictions and that every lease utilized by such owner contain a provision therein stating that every tenancy is subject to all of the terms and provisions of this declaration. The owner shall remain liable for their performance and observation of all terms and conditions in this Declaration and for all costs of enforcing the same.

Section 7: Enforcement: If it is determined by the board that any of the restrictions in this Article are being or have been violated upon any lot, then the board shall notify the owner in writing, specifying the violation. If within thirty (30) days from such notification, the board shall make a second determination that sufficient progress has not been made to remedy the violation, the board may itself, direct such actions, including legal fees, and the board may treat all such costs and expenses therefore as a charge which shall become a lien of the board on the affected lot enforceable by appropriate proceedings at law or in equity.

Section 8: Building Restrictions: There shall be no exposed concrete blocks on any side or part of any single family residence constructed on any Lot. Additional building restrictions are as follows:

a) All single family residences shall provide for T.V. services only with antennae and/or satellite dishes, or cable if available. No short wave or transmission towers shall be erected or used from any residence on any Lot.

b) No face of any building or fabrication that shall be visible from the main road or visible from neighboring property shall be constructed of exposed concrete blocks or metal siding. Metal roofs are permitted.

Section 9: Speed limit on the right of way road shall not be in excess of 25 MPH.

**NATURE OF PROTECTIVE COVENANTS:  
DEFAULTS AND REMEDIES**

Section 1. Protective Covenants Running with the Land: The Protective Covenants shall constitute a servitude in and upon the property and shall run with such property and inure to the benefit of and be enforceable by the Board, its designated successors and assigns, or by any owner and his respective heirs, successors and assigns for a term of fifty (50) years from the date this declaration is recorded, after which time the said Protective Covenants shall automatically be extended for successive periods of ten (10) years, unless an agreement has been signed by owners who own three-fifths (3/5) or more of the then existing lots of the property, agreeing to terminate or modify this declaration, has been recorded in the probate court of Shelby County, Alabama.

Section 2. Remedies for Default: The existence of any default here under by any person or entity subject to the terms, conditions, covenants and restrictions of this Declaration shall give the Board, its successors or assigns, any owner, and/or their respective heirs, successors and assigns, in addition to all other remedies herein, the right to proceed at law or in equity to compel compliance with the terms of these Protective Covenants and to prevent the violation or breach of any of them.

Section 3. Nature of Remedies; Waiver: All rights, remedies and privileges granted to the Board and the owners, their respective heirs, successors and assigns, pursuant to the provisions of this declaration shall be deemed to be cumulative, and the exercise of any one or more of them shall not be deemed to constitute an election of remedies, nor shall it preclude the party exercising the same, or any other party, from pursuing such other and/or additional rights, remedies or privileges as may be available to such party at law or in equity. The failure at any point in time to enforce any covenant or restriction shall in no event be deemed a waiver of the right thereafter to enforce any such covenant or restriction.

Section 4. No Reverter: No restriction or provision herein is intended to be, or shall be constructed as, a condition subsequent or as creating any possibility of a reverter.

**FUNCTION OF ASSOCIATION**

Section 1: Name: The name of the owners' organization for the project shall be Chelsea Ridge Neighborhood Association, Inc., which shall be incorporated as a not for profit corporation.

Section 2. Other Rights of Association: The Board shall have the right to provide services, the cost of which shall be paid out of the charges provided for in Article IX hereof, and adopt rules, regulations, procedures and policies with respect to:

- a) garbage and trash collection and removal;
- b) motor vehicle operation;
- c) parking of motor vehicles on streets or roads in property;
- d) the locking and securing of gates or points of access and the issuance and distribution of keys or other devices to operate locks or gates and the use of electrical devices to accomplish the same; and

e) such other matters including the general welfare of the property as a whole.

## COVENANTS FOR MAINTENANCE CHARGES

Section 1. Creation of lien and personal obligation of charges: Each owner by acceptance of a deed to a lot is deemed to covenant and agree to pay to the Association: (1) annual charges, and (2) special charges as herein provided. the annual and special charges , together with interest, costs and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the lot against which each such charge is made. Each such charge, together with interest, costs and reasonable attorney's fees, shall also be the personal obligation of the person who was the owner of such property at the time when the charge became due. The personal obligation for delinquent charges shall not pass to this successors in title unless expressly assumed by them.

Section 2. Purpose of Charges: The charges levied by the Association shall be used exclusively for (i) the improvement and maintenance of the Roads and for the provision of certain other services, (ii) the procuring of services for the owners which are approved by members which own three-fifths (3/5) of the lots.

Section 3. Uniform Rate of Charges: Both annual and special charges must be fixed at a uniform rate for all lots and may be collected on a monthly, quarterly, or annual basis. Each lot, whether or not improved shall bear its pro rate part of the maintenance cost and shall be entitled to no reduction because all or some of the services for which the assessment is made are not being utilized by the owner of such lot.

Section 4. Date of Commencement of Annual Charges; Due Dates: Written notice of the annual charge shall be sent to every owner subject thereto. The due dates shall be established by the Board. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the charges on a specific lot have been paid.

Section 5. Effect of Nonpayment of Charges: Remedies of the Association: By his acceptance of title to a lot subject to these Restrictive Covenants, each owner is and shall be deemed to covenant and agree to pay the Association the charges set by the Board, and agrees to the enforcement of the charges in the manner herein specified. In the event the Association employs an attorney or attorneys for collection of any charge, whether by suit or otherwise, or to enforce compliance with or for any other purpose in connection with the breach of this declaration, each owner agrees to pay reasonable attorney's fees and costs thereby incurred in addition to any other amounts due or any other relief or remedy obtained against said owner . In the event of a default in payment of any such charge when due, in which case the charge shall be deemed delinquent, and in addition to any other remedies herein or by law provided, the Association may enforce each such obligation in any manner provided by law or in equity, or without any limitation of the foregoing, by either or both of the following procedures:

a) Enforcement by Suit: The board may cause a suit at law to be commenced and maintained in the name of the Association against an owner to enforce each such charge obligation. Any judgement rendered in any such action shall include the amount of the delinquency, together

with interest thereon at the established State of Alabama legal interest rate per annum from the date of delinquency, court costs and reasonable attorney's fees in such amount as the court may adjudge against the delinquent owner.

b) Enforcement by Lien: There is hereby created a claim of lien, with power of sale, on every lot to secure payment to the Association of any and all charges levied against any and all owners, together with interest thereon at the established State of Alabama legal interest rate which may be paid or incurred by the Association in connection therewith, including reasonable attorney's fees. At any time within ninety (90) days after the occurrence of any default in the payment of any such charge, the Association, or any authorized representative may, but shall not be required to, make a written demand for payment to the defaulting owner, on behalf of the Association. Said demand shall state the date and amount of the delinquency. Each default shall constitute a separate basis for a demand or claim of lien or a lien, but any number of defaults may be included with a single demand or claim of lien. If such delinquency is not paid a written demand being made, the Association may elect to file such a claim of lien on behalf of the Association against the property of the defaulting owner. Such a claim of lien shall be executed and acknowledged by any officer of the Association, and shall contain substantially the following information:

1. The name of the delinquent owner.
2. The legal description and street address of property against which claim of lien is made;
3. The total amount claimed to be due and owing for the amount of the delinquency, interest thereon, collection costs and reasonable attorney's fees (with any proper offset allowed);
4. That the claim of lien is made by the Association pursuant to this declaration; and
5. That a lien is claimed against said property in an amount equal to the amount stated.

Upon recordation of a duly executed original or copy of such a claim of lien and mailing a copy thereof to said owner, the lien claimed therein shall immediately attach and become effective in favor of the Association as a lien upon the property against which such was levied. Such a lien shall have priority over all liens or claims created subsequent to the recordation of the claim of lien thereof, except only tax liens for real property taxes on any property in favor of a municipal or other governmental assessing unit, and liens which are specifically described herein. Any such lien may be foreclosed by appropriate action in court or in the manner provided by law for the foreclosure of a realty mortgage or trust deed as set forth by the laws of the State of Alabama, as the same may be changed or amended. The lien provided for herein shall be in favor of the Association and shall be for the benefit of all other owners. The Association shall have the power to bid in at any foreclosure sale and to purchase, acquire, hold, lease, mortgage and convey any property. In the event such foreclosure is by action in court, reasonable attorney's fees, court costs, title search fees, interest and all other costs and expenses shall be allowed to the extent permitted by law. Each owner hereby expressly waives any objection to the enforcement and foreclosure of this lien in this manner and also hereby expressly waives the defense of the statute of limitations applicable to the bringing of any suite or action thereon.

Section 6. Subordination of the lien to Mortgages: The lien for the charges provided for herein shall be subordinate to the lien of any first mortgage. The sale or transfer of any property shall not affect the lien charged under this Article. The sale or transfer of any property however,

shall extinguish the lien of such charge as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such property from liability for any charges thereafter becoming due or from the lien thereof.

## AMENDMENT OF DECLARATION

Section 1. Amendment by Association: An amendment may be proposed by written instrument signed by the owners of not less than one-fifth (1/5) of the lots within the property. Such proposed amendment or amendments shall be considered at a meeting of the owners after written or printed notice of such meeting, stating the time and place thereof, and reciting the proposed amendment or amendments in reasonable detailed form, shall be mailed to the owners not less than ten (10) days nor more than fifty (50) days, before the date set for such meeting. If mailed, such notice shall be deemed to be properly given when deposited in the United States Mail, addressed to each owner at the street address of his lot, the postage thereon being prepaid. Any owner may, by written waiver of notice signed by such owner, waive such notice, and such waiver whether before or after the holding of the meeting, shall be deemed equivalent to the giving of such notice to such owner. At such meeting, the amendment or amendments proposed must be approved by the affirmative vote of owners who own not less than three fifths (3/5) of the total lots of the property in order for such amendment or amendments to become effective. Thereupon, such amendment or amendments to the declaration shall be transcribed and certified by the Board as having been duly adopted and the original or executed copy of such amendment or amendments so certified and executed with same formalities as a deed shall be recorded in the Probate Court of Shelby County, Alabama within twenty (20) days from the date on which the same became effective, such amendment or amendments to specifically refer to the recording identifying the declaration. Thereafter, a copy of said amendment or amendments, in the form in which the same were placed of record, shall be delivered to all of the owners, but mailing or delivering a copy thereof shall not be condition precedent to the effectiveness of such amendment or amendments. At any meeting held to consider such amendment or amendments, the written vote of any owner shall be recognized if such owner is not in attendance at such meeting or represented thereat by proxy, provided such written vote is delivered at or prior to such meeting.

Section 2. Scrivener's Error: Notwithstanding the foregoing amendment provisions, any scrivener's error or omission may be corrected by the filing of any amendment to this declaration consented to by owners of record directly affected by the amendment. No other owner is required to consent to any such amendment. If there appears to be any other omissions or errors in this agreement, scrivener's or otherwise, and such error or omission does not materially adversely affect the rights and interest of any other party, then such error or omission may be corrected by the filing of an amendment of this declaration executed by the Board without the consent of any other party.

## GENERAL PROVISIONS

Section 1. Notices: Any notice required to be sent to any owner under the provisions of this declaration shall be deemed to have been hand delivered.

Section 2. Severability: Invalidation of any provision or provisions hereof by judgement or court order shall in no way affect any previous other provision, all of which shall remain in full force and effect.

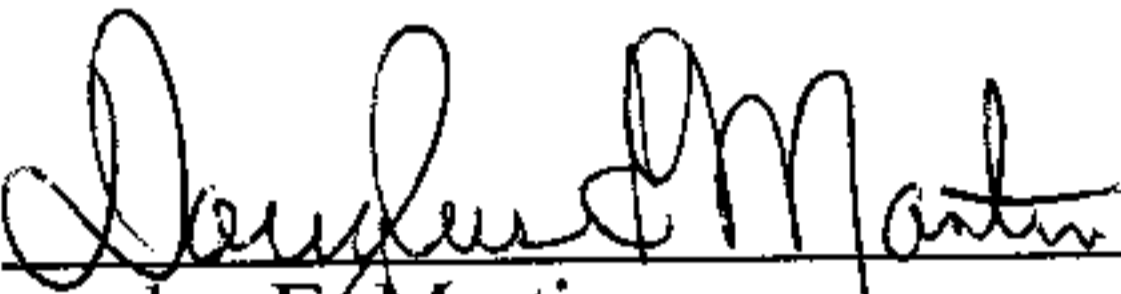
Section 3. Governing Law: Should any dispute or litigation arise between any of the parties whose rights and duties are affected or determined by this declaration as the same may be amended from time to time, said dispute or litigation shall be governed by the laws of the State of Alabama.

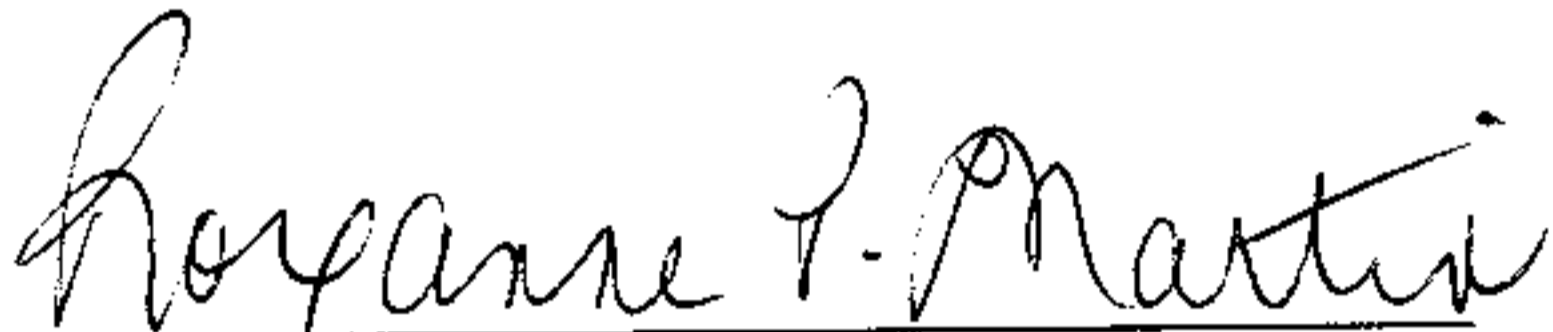
Section 4. Captions: The captions and titles of the various Articles and Sections in this declaration are for convenience of reference only, and in no way define, limit or describe the scope or intent of this declaration.

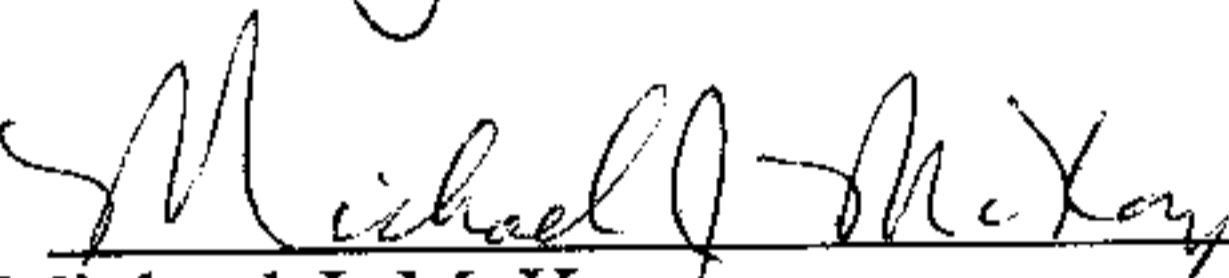
Section 5. Usage: Whenever used herein the singular shall include the plural and the singular, and the use of any gender shall include all genders.

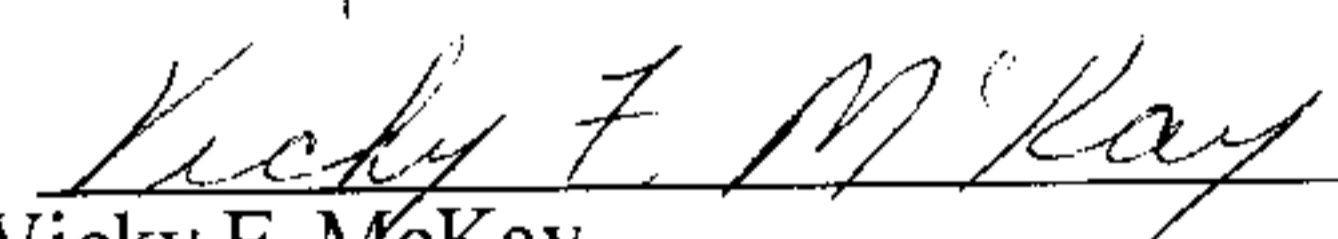
Section 6. Conflict: If any irreconcilable conflict should exist, or hereafter arise, with respect to the interpretation of any provisions of this declaration, and any covenant and restriction contained in any deed or other conveyance of a lot, then the provisions of this declaration shall prevail.

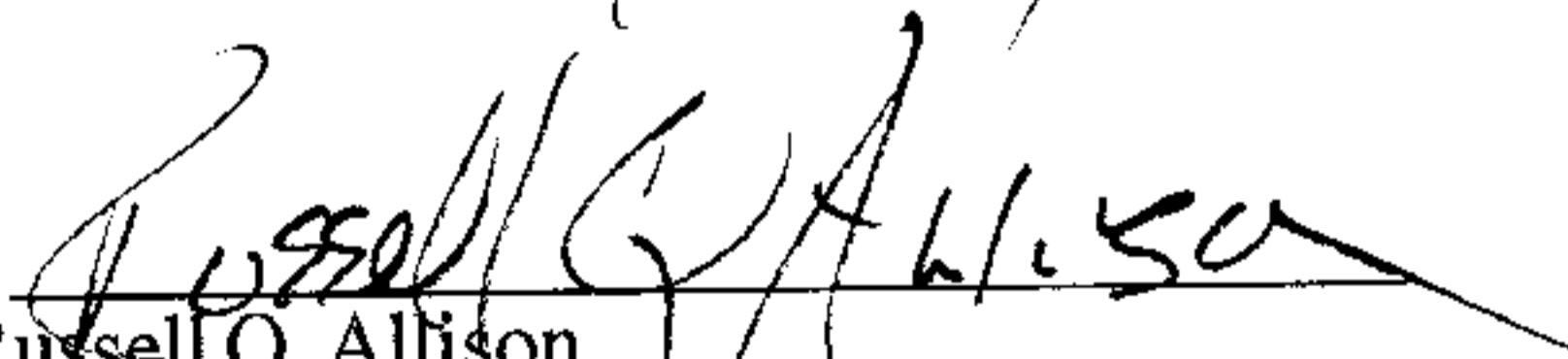
Section 7. Effective Date: This declaration shall become effective upon its recordation in the probate Court of Shelby County, Alabama.


  
Douglas E. Martin

  
Roxanne P. Martin

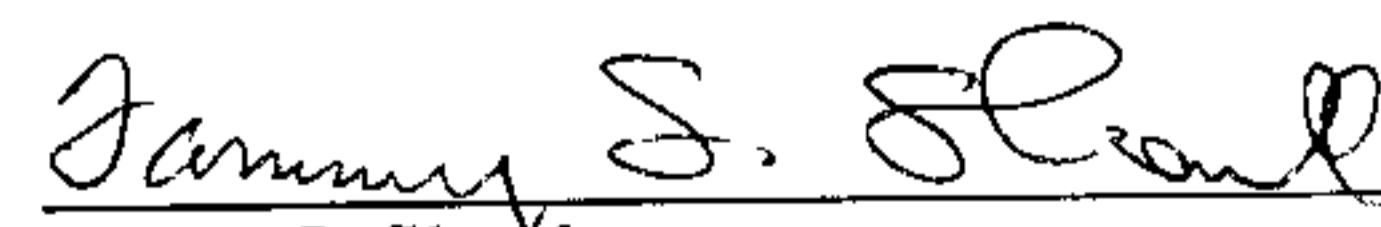
  
Michael J. McKay

  
Vicky F. McKay

  
Russell Q. Allison

  
Lindsey J. Allison

  
John P. Shank

  
Tammy S. Shank

  
Cathey Barkley Doret

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