

Declaration of Protective Covenants for
Simpson Family Subdivision operating as Wooded Glory Estates.
As recorded in Map book 47, page 4 in the Probate Court of Shelby County, AL
And recorded in R Book 2017, page 211858, Probate Court of Chilton County, AL.

State of Alabama
County of Shelby

KNOW ALL MEN BY THESE PRESENTS THAT:

A. Ronald Simpson acting as Developer & Managing Partner on behalf of Simpson Family Subdivision consisting of A. Ronald Simpson, Tammy Simpson Stringfellow, Blair Ray Simpson and Barbara Ann Simpson, is the owner of certain real property in Shelby County, AL and Chilton County, AL...mailing district of Montevallo, AL consisting of 7 lots shown on the Simpson Family Subdivision map prepared by Rodney Shiflett Surveyor, Columbiana, AL. All lots shown on the Subdivision Map are hereby referred to individually as a Lot and collectively as Lots The property is referred to as a Rural Subdivision and may only be used for construction of a Single Family Home.

Whereas, the Developer desires to subject all of the Property and each Lot located therein to the covenants, conditions, assessments, limitations and restrictions hereinafter set forth.
Now, Therefore Developer does hereby expressly adopt the covenants and limitations for the Property as set forth in these Protective Covenants.

Article 1 – Exclusive Residential Use and Improvements

1.01 – All Lots shall be known and described as residential lots and shall be used for single family residential purposes exclusively. No lot shall be subdivided or re-subdivided without the approval of the County in which owner resides.

1.02 – No structure shall be erected, altered, placed or permitted to remain on any lot other than 1 detached single-family dwelling. Lots 1-6 shall have a minimum square footage of 1700 square feet with a minimum of 300 sq. feet in porches or if desired Owner may substitute a residence with a minimum square footage of 1,900 rather than 1,700 square footage with 300 sq. feet in porches. Lot 7 shall have a minimum square footage of 1,250 and porches of 150 sq. feet or in the alternative a combined home square footage of 1,400 sq. feet. Separate detached Garages and Storage buildings are permitted but cannot be a Metal Building and must have Wood Siding, Hardy Plank or comparable material.

1.03 – Owners of each lot have the right to have a Motor Home or Camper on the property until such time as they build but are not allowed to use the Motor Home or Camper as a Permanent Home. Owners shall start construction of their home within five years of purchase of the property.

1.04 Mobile Homes or Modular Homes are not allowed

Article 2- General Requirements

2.01 It shall be the responsibility of each Lot Owner (along with their heirs, executors, successors and or assigns...referred to as an Owner) to prevent any unclean, unsightly or unkempt conditions of any dwelling, buildings or grounds on such Owners lot which may decrease the beauty of the specific area known as Wooded Glory Estates.

2.02 Owners shall be responsible for their Dogs and Cats and they are not allowed to have Kennels or Breeding facilities. No household pets are allowed to run at large and shall meet all laws of the County of their residence.

2.03 No commercial business shall be operated such as Auto Repair Shops, Machine Shops or other commercial businesses.

2.04 – The intent of the Developer is to preserve for present and future Owners a heavily wooded environment. It shall be the responsibility of each Owner to maintain a Wooded lot and if planting trees is required...Pine Plantations are prohibited and the preferred trees are Hardwood trees such as Oak, Hickory, Cherry, Poplar, Cedar or similar trees.

Article 3- Road Maintenance Agreement

3.01 Each Owner has a responsibility to maintain the Gravel Road referred to as Wooded Glory Lane. (and in addition to work with other Land Owners on County Road 986...Easement Road to maintain such Easement Road to Wooded Glory Lane Road)
Each Owner shall keep the area on their Road Frontage properly maintained and has a responsibility to work with fellow Owners to keep the road property maintained. The maintenance fee shall be \$50.00 per month and shall be deposited to Wooded Glory Estate Homeowners Association. Developer A. Ronald Simpson shall assist the Homeowners Association in reviewing and maintaining the Road until such time as Developer or his heirs no longer owns property at Wooded Glory Estates or until the Association votes to take control of the Homeowners Association. Once funds in the Homeowners Association meets or exceeds \$10,000 the Association shall vote to either continue to assess Owners or stop Assessments until such time as additional Maintenance is needed. Lots owned by Developer and all members of Simpson Family Subdivision shall not be responsible for any assessment by the Association.

Article 4- Covenant for Assessments

4.01 Each Owner of a Lot within the Property, by acceptance of a deed to such lot, agrees to pay to the Association such Road Maintenance dues as stated in Article 3, Road Maintenance Agreement. The road maintenance fees together with interest, late charges and reasonable attorney fees, shall be a charge on each lot until such charges are paid. Interest shall accrue at 12% and late fees of \$10.00 per month for unpaid Road Maintenance Fees.

4.02 Any expenses incurred by Wooded Glory Estates Homeowners Association in enforcing any provisions of the Protective Covenants against a specific Owner shall be deemed an individual Assessment against the Owner and the respective Lot owned by such Owner, which notice shall also specify the due date for the payment of same.

4.03 – The Road Maintenance Fee shall start 1 month after close of the purchase of the Lot by Owner.

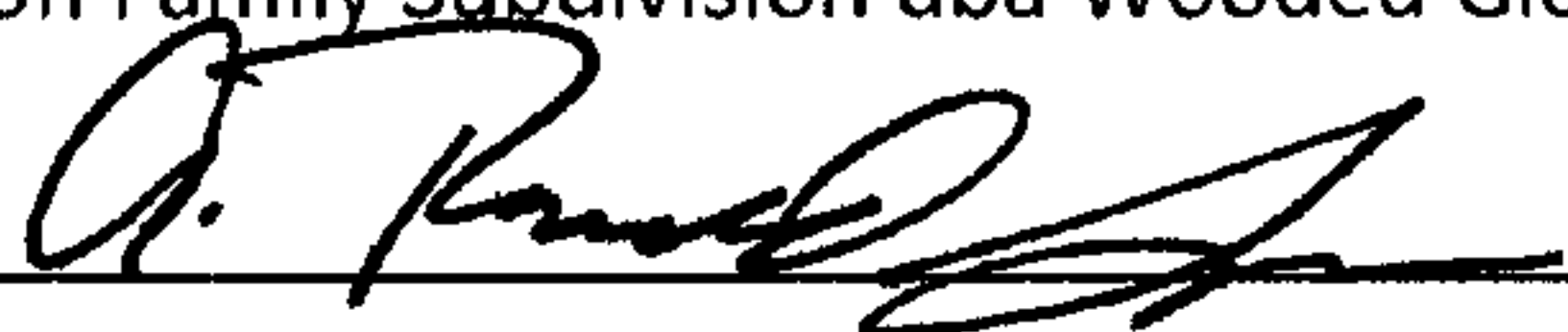
4.04- The Association and each Subdivision Lot Owner(s) shall settle by mediation all claims, demands, disputes or controversies of every kind or nature concerning or relating to ownership of the Subdivision lot or to the Restrictions. Any controversies shall first require a good faith effort to resolve any controversies by discussing the issues with the Developer and/or other parties who may have a dispute. If such discussions fail to resolve the issue, the dispute will be resolved by Binding Mediation. The Mediators Ruling shall have full legal authority provided by law and shall be authorized to enter all legal and equitable remedies including , but not limited to money damages, declaratory relief and injunctive relief. The disputing parties shall mutually agree to the Mediator and the location of the Mediation. This agreement to mediate between the Association and the Subdivision lot owners is binding on all future purchasers and transferees of Subdivision lots.

Article 5- Miscellaneous

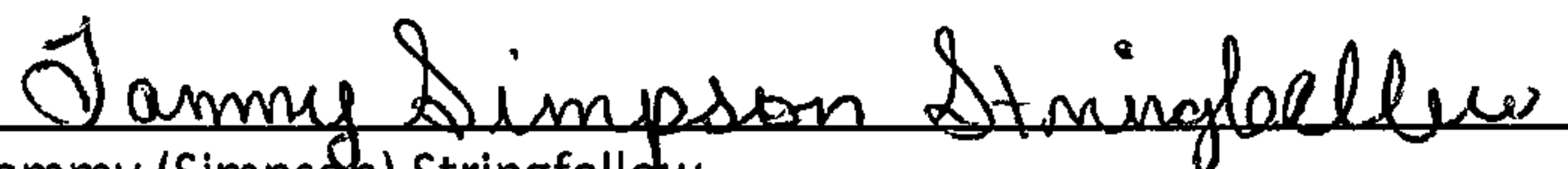
5.01 The terms of these Protective Covenants shall be binding upon each Owner and their respective heirs, executors, personal representatives, successors and or assigns for period of 20 years. The Association has a right to extend such Covenants and Restrictions by a majority of 51% of all votes in the Association.

In Witness Whereof, The Developer and the Owners of all other Lots, subject to such Covenants, have Executed this instrument on the 10th day of June 2020.

Simpson Family Subdivision dba Wooded Glory Estates.

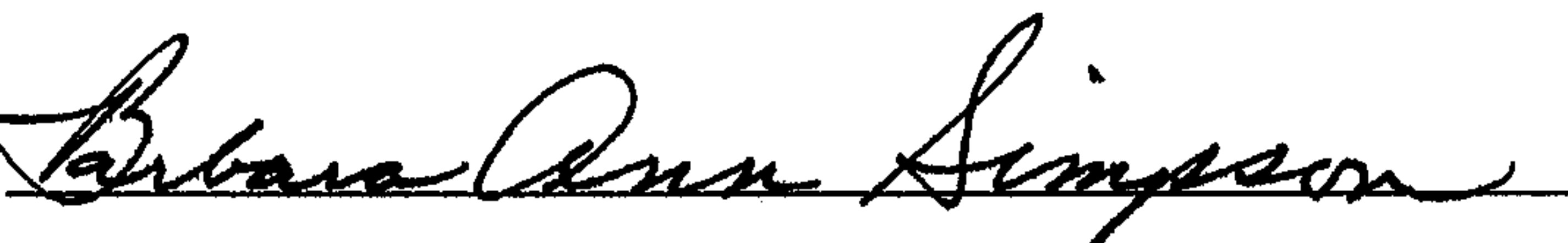
By: 

A. Ronald Simpson, Developer/Managing Partner

By: 
Tammy (Simpson) Stringfellow

By: _____

Blair Ray Simpson

By: 

Barbara Ann Simpson

Notary Public Signatures for each Owner

As to A. Ronald Simpson Lana E. Jorner

Date: 6/11/20

Location Shelby Co. AL My Commission Expires April 24, 2022

As To Tammy (Simpson) Stringfellow Lana E. Jorner

Date: 6/11/20

Location Shelby Co. AL My Commission Expires April 24, 2022

As To Blair Ray Simpson _____

Date: _____

Location: _____

As to Barbara Ann Simpson Lana E. Jorner

Date: 6/11/20

Location: Shelby Co. AL My Commission Expires April 24, 2022

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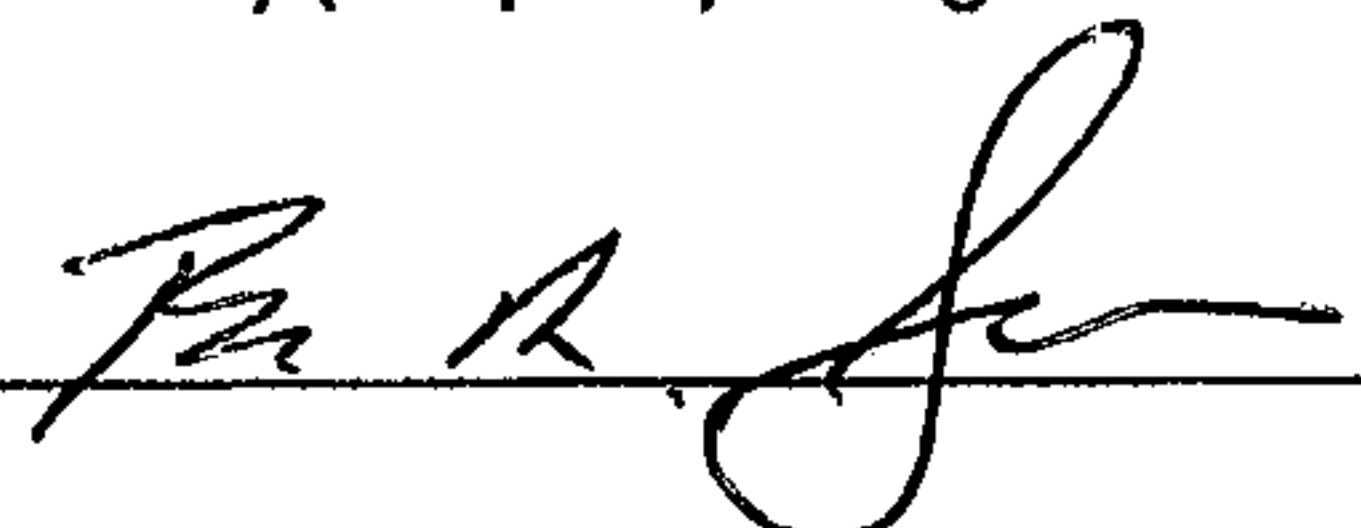
Simpson Family Subdivision dba Wooded Glory Estates.

By: _____

A. Ronald Simpson, Developer/Managing Partner

By: _____

Tammy (Simpson) Stringfellow

By:  _____

Blair Ray Simpson

By: _____

Barbara Ann Simpson

Notary Public Signatures for each Owner

As to A. Ronald Simpson _____

Date: _____

Location _____

As To Tammy (Simpson) Stringfellow _____

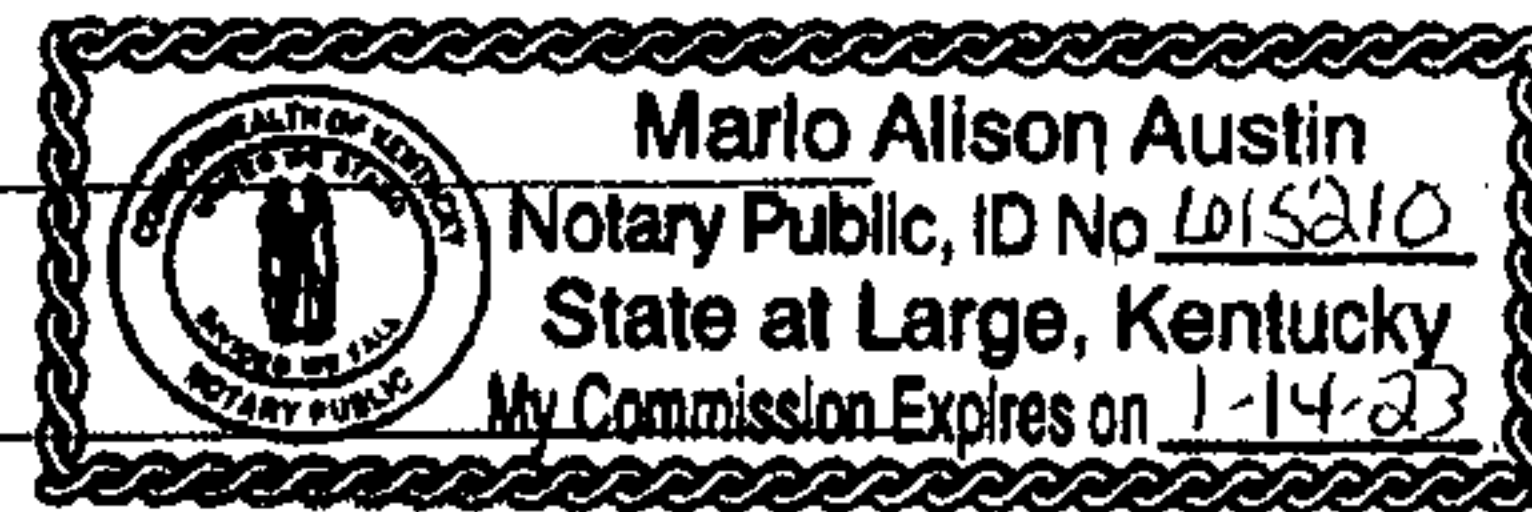
Date: _____

Location _____

As To Blair Ray Simpson *Marlo Alison Austin* _____

Date: *6-10-2020* _____

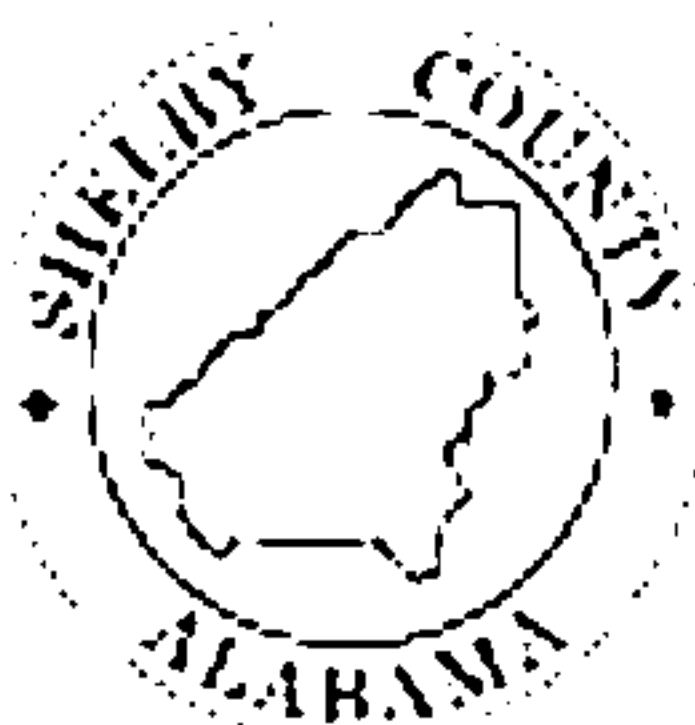
Location: *Guthrie, KY* _____



As to Barbara Ann Simpson _____

Date: _____

Location: _____



Filed and Recorded
Official Public Records
Judge of Probate, Shelby County Alabama, County
Clerk
Shelby County, AL
06/15/2020 08:52:14 AM
\$37.00 CHERRY
20200615000241790

Allie S. Bayl