

SECOND RESTATEMENT OF THE
DECLARATION OF PROTECTIVE COVENANTS
FOR HICKORY RIDGE SUBDIVISION
AS RECORDED IN MAP BOOK 11, PAGE 79

STATE OF ALABAMA	)	20210503000219720
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SHELBY COUNTY	)	RESTCOVNAMEN 1/8

KNOW ALL MEN BY THESE PRESENTS, that:

WHEREAS, the Hickory Ridge Homeowners' Association, Inc. "HRHOA" was formed by the filing of that Articles of Incorporation on April 15, 1991 at Book 43 Page 927 in the Probate Office of Shelby County, Alabama, and;

WHEREAS, the Developer of the Hickory Ridge Subdivision previously filed the Declaration of Protective Covenants at Book 153 Page 992, Probate Office of Shelby County, Alabama, restricting the Lots in the Hickory Ridge Subdivision as recorded in Map Book 11, Page 59, as amended by amended map recorded in Map Book 11, Page 79, Office aforesaid; and,

WHEREAS, the Developer of the Hickory Ridge Subdivision previously amended the Declaration of Protective Covenants by the First Amendment to the Declaration of Protective Covenants filed at Book 262 Page 764, Probate Office of Shelby County, Alabama, and the Restatement of the Amended Declaration of Protective Covenants filed at Book 262 Page 766, Office aforesaid; and,

WHEREAS, the Developer formally turned over control of HRHOA, (Association), to its Members on October 5, 1987; and,

NOW THEREFORE, pursuant to a vote of the Members of the HRHOA in accordance with the Articles of Incorporation, the Members do hereby adopt the SECOND RESTATEMENT OF THE DECLARATION OF PROTECTIVE COVENANTS FOR HICKORY RIDGE SUBDIVISION as amended, and the following shall constitute the entire and complete declaration:

Said property and each lot located in said Subdivision shall be and the same are hereby subject to the following conditions, limitations, and restrictions.

1. **Exclusive Residential Use and Improvements**

- A. All lots in the tract shall be known and described as residential lots/houses and shall be used for single family residential purposes exclusively.

Each Homeowner is required to abide by these covenants. Where a home is rented, the homeowner is responsible for all actions of the renter.

- B. No structure shall be erected, altered, placed or permitted to remain on any residential building lot other than detached single family dwellings not to exceed two and one-half (2½) stories, 35 feet in height, and a private garage for not more than four (4) cars.
- C. No new building shall be located on any lot nearer than 35 feet to the front lot line, or nearer than 35 feet to any side street line. No building shall be located nearer than 10 feet to an interior lot line. No dwelling shall be located on any interior lot nearer than 35 feet to the rear lot line. For the purpose of this covenant, eaves, steps, and open decks or terraces shall not be considered as part of the building, provided, however, that this shall not be construed to permit any portion of a building, on a lot, to encroach upon another lot. No improvements should be made in the natural drainage ways as disclosed on the recorded plat of the Subdivision (Hickory Ridge), except upon specific recommendation of a geotechnical engineer and with the approval of the Architectural Control Committee, "Committee".
- D. No lot shall be further subdivided.

2. **General Requirements**

- A. It shall be the responsibility of each homeowner/lot owner to prevent the development or occurrence of any unclean, unsightly or unkept conditions of building or grounds on each such lot which shall tend to decrease the beauty of the specific area or of the neighborhood as a whole.
- B. No weeds, underbrush or other unsightly growth shall be permitted to grow or remain upon any part of the property. Front, rear, and side lawns must be maintained. No refuse piles or unsightly objects shall be allowed to be placed or suffered to remain upon any property or vacant lot.
- C. No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any premises, except dogs, cats, or other household pets so long as they are not kept, bred, or maintained for any commercial purpose. Any household pet(s) such as dogs, cats, or other pets, which are kept by a homeowner shall not become a noise nuisance, or annoyance for the neighborhood. All dogs kept outside shall be behind an approved fence.

- D. A trade or business will be allowed within the homeowner's house providing it is not illegal, noxious, or offensive in nature and does not become an annoyance or nuisance to the neighborhood. Examples but not limited to: car lots, drilling, quarry, tanks, etc.
- E. No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon, or on any lot, nor shall oil wells, tunnels, mineral excavations or shafts be permitted upon any lot.
- F. No trash, garbage or other refuse, shall be dumped, stored or accumulated on any lot. All outside garbage containers shall not be visible from the street except for 24 hours before and after refuse pick-up. Containers lids shall always remain closed.
- G. No boats, boat trailers, house trailers, trailers, motorhomes, trucks over two (2) axles, golf carts, or any other similar item shall be stored or located in the open on a lot/driveway for more than 10 days in any calendar year.
- H. No fence, wall, hedge, or shrub planting which obstructs sight lines at elevations between 2 and 6 feet above the roadways shall be placed or permitted to remain on any corner lot within the triangular formed by the street property lines and line connecting them at points 25 feet from the intersection of the street lines or in the case of rounded property corner from intersections of the street property lines extended. The same sight line limitations shall apply on any lot within 19 feet from the intersection of a street property line with the edge of a driveway or alley pavement. Trees shall be permitted to remain within such distances of such intersections provide the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.
- I. No sign of any kind shall be displayed to the public view on any lot except one professional sign of not more than two (2) square feet, or one sign of not more than six (6) square feet advertising property for sale or rental signs shall comply with design specifications of the 'Committee'.
- J. When construction, or remodeling of a house begins, it must be prosecuted diligently and continuously, and must be completed within 12 months from the commencement of activities.
- K. Main air conditioning units must be located on the side or rear of the house. None may be located in the front of the house. No window units will be allowed.
- L. No plumbing or heating vents shall be placed on the front side of the roof. All vents protruding from roofs shall be painted the same color as the roof covering.

- M. All fences shall be constructed of a wood or a wood like material. No chain link fences are allowed. All fences, including fences for back yards and swimming pools, must be approved by the Committee prior to construction.
- N. There shall be no silver finish metal doors or windows of any kind, however a factory painted or anodized finish may be used. Screen/storm doors are allowed. Approval on such new doors, screen doors, or windows, shall be approved by the Committee prior to installation.
- O. All mailboxes shall be designed in accordance with the overall architecture of the residence. Any deviation must be approved by the Committee.
- P. No exposed concrete block will be visible from road.
- Q. The backs and sides of a residence must be constructed of essentially the same exterior materials as those used on the front, unless the Committee consents to a variance of this requirement.
- R. Burning of branches, leaves, or any yard debris is not allowed.
- S. Autos, trucks, or any motorized vehicle will not be allowed to be parked on homeowner's lawns. Vehicles shall only be parked in home garages or driveways.
- T. Satellite dishes shall be allowed providing they are no larger than 31 inches in diameter. No C-Band dishes are allowed. No radio towers are allowed.
- U. Vehicles are allowed to be parked temporarily on the street for no more than 24 hours. Vehicles parked on street shall not impede on the flow of traffic or threaten the ability of emergency vehicles to maneuver within the neighborhood.
- V. Sheds shall be allowed but must be located in the back yard. Sheds are restricted to a maximum height of 13.5 feet, and a footprint not to exceed 144 square feet.
- W. Pools are restricted to the backyard of any house.

3. Assessments

- A. The HRHOA shall levy Annual Assessments in such amounts as are necessary to meet the common expenses of the Association, and will include such recurring or projected expenses as the Board of Directors of the Association, "BOD", may deem appropriate. The annual assessment will be determined by the BOD and shall be paid by all homeowners, no later than January 31st of each calendar year. All new owners will be required to pay the annual levy (Homeowner's dues) on a prorated basis, based on the date of closing.

The BOD of the association shall fix the amount of the Annual Assessment against each lot/homeowner at least thirty (30) days before the due date.

- B. In addition to the Annual Assessments specified in Section 3.A, the Association may levy, at any time, one or more Special Assessments for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Areas, provided that at least fifty-one percent (51%) of the lot/homeowners who are voting in person or by proxy at a meeting duly called for this purpose.
- C. Any Homeowner not in compliance with the stated Covenants listed in Section 2, may receive a Notice of Conformance Violation. At the sole discretion of the HRHOA, the Homeowner will be sent a Notice of Conformance Violation, and will have 15 days to rectify the violation. If after 15 days of the original notice, the violation has not been remedied as determined by the HRHOA, a second Notice will be sent to the Homeowner. 15 days after the second notice, if the violation has not been remedied as determined by the HRHOA, the homeowner will be fined \$25. For every 30 days after the date of the second notification, if the violation has not been remedied and approved by the HRHOA, an additional fine of \$25 will be assessed against the homeowner. Thereafter additional fines of \$25 for every 30 days the violation remains not remedied will be assessed, and a lien(s) may be placed on the property.
 - (a) The Association may enforce a lien created pursuant to Sections 3.A and 3.B as hereinafter provided. The lien created pursuant to Sections 3.A and B above shall secure the payment of any and all Assessments (Annual, Special, and Individual), late fees as described in Section 3.A, as well as any attorney's fees, court costs, and other expenses paid or incurred by the Association in attempting to collect the Assessments and in maintaining any legal action in connection therewith.

4. Architectural Control Committee and Plan Approval

- A. An Architectural Control Committee, the "Committee", will be formed. The Committee shall be appointed by the HRHOA Board comprising of three (3) Hickory Ridge home owners.
- B. All plans for any structure, or improvements whatsoever to be erected on or moved upon or to any lot, and any changes or additions to the exterior of a building on a lot, shall receive permission from the Committee prior to commencement of construction or/and activities. Exterior paint colors shall be consistent with the aesthetics of the neighborhood.
- C. The Committee's approval or disapproval as required in these covenants shall be in writing. In the event the Committee fails to approve or disapprove submitted plans and specifications which have been submitted to it and within 10 business days after

receipt of the same by the Committee, then such plans and specifications shall be deemed to have been approved by the Committee and the related covenants herein shall be deemed to have been fully complied with. Approval requests shall be mailed to.

1. Hickory Ridge Homeowners' Association, Inc.
c/o Treasurer
The current Treasurer and address can be found on
Facebook at 'Hickory Ridge Neighborhood, Shelby Co.'

-or-

2. hickoryridgehoa.shelbycounty@gmail.com

Attention: Architectural Control Committee

- D. With respect to the enforcement of these restrictions and covenants as to a particular lot, the purpose is to protect the value of the other lots in the subdivision and not to ensure the owner of a particular lot that the structure and other improvements are free of defects and are properly located on the lot. Neither the Committee nor any architect or agent thereof nor HRHOA shall be responsible to check for any defects in any plans or specifications.
- E. Any interior remodeling, reconstruction, alterations or additions of any existing residence shall not require written approval of the Committee, but shall comply with all restriction and covenants.
- F. It is specifically understood and agreed that any approval given by the Committee as provided herein shall not be deemed any warranty, either expressed or implied, or approval by the Committee of the structural integrity or soundness or any other aspect of any structure to be erected upon any lot within the Hickory Ridge subdivision.

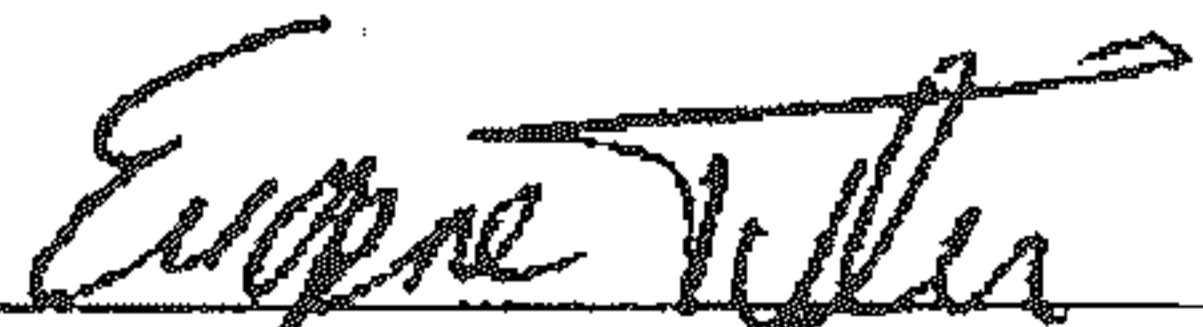
5. **Legal**

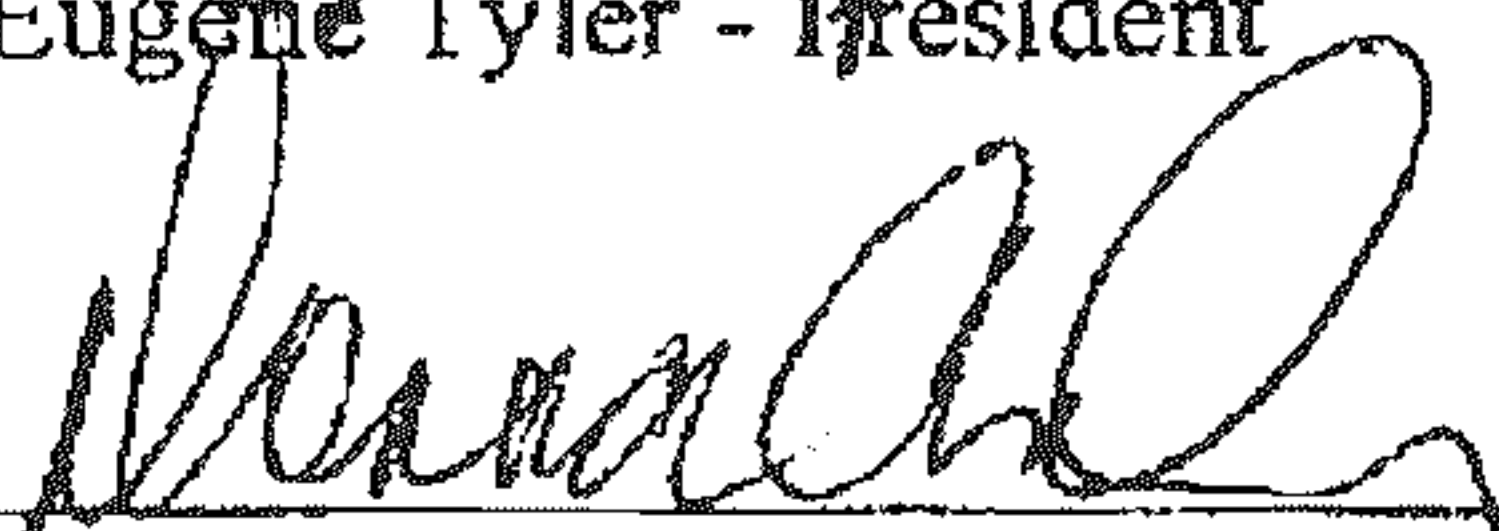
- A. The covenants and restrictions set forth herein are made for the mutual and reciprocal benefit of each lot owner within the Hickory Ridge subdivision and are intended to create: (i) mutual, equitable servitudes upon each lot within the Hickory Ridge subdivision ; (ii) reciprocal rights between and among the respective owners and future owners of each lot within the subdivision and (iii) a privity of contract and estate between the grantees of any and all lots within such subdivision, their respective heirs, executors, administrators, successors and assigns.
- B. Each and every covenant and restriction contained herein shall be considered to be an independent and separate covenant and agreement, and in the event any one or more of said covenants or restrictions shall, for any reason, be held to be invalid or

unenforceable, all remaining covenants and restrictions shall nevertheless remain in full force and effect.

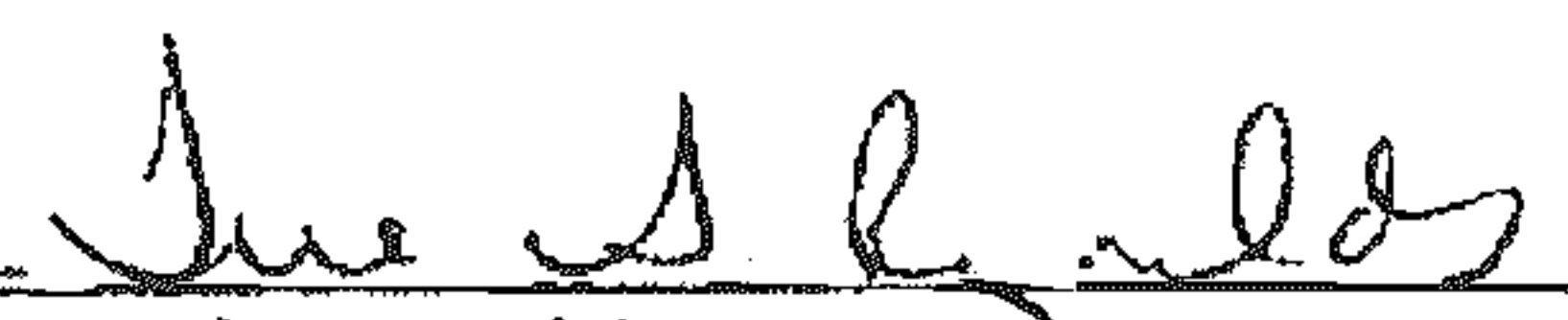
- C. The covenants and restrictions herein shall be deemed to be covenants running with the land. If any persons shall violate or attempt to violate any of such restrictions or covenants, it shall be lawful for the Association, BOD, or lot/home owner:
(a) To prosecute proceedings at law for recovery of damages against the person or persons so violating or attempting to violate any such covenant or restriction, or (b) the maintain a proceeding in equity against the person or persons so violating or attempting to violate any such covenant or restriction for the purpose of preventing such violation; and (c) the party bringing such action, if successful, shall also be entitled to recover his costs of such litigation including a reasonable attorney fee. The remedies in this paragraph contained shall be construed as cumulative of all other remedies now or hereafter provided by law.
- D. The Association may include in any contract or deed hereafter any additional covenants and restrictions that are not consistent with and which do not lower the standards of the covenants and restrictions set forth herein.
- E. HRHOA reserves the right to change, amend, delete, alter and add to the above regulations, covenants and restrictions.

IN WITNESS WIIEREOF, the Board of Directors of Hickory Ridge Homeowners' Association, Inc., on behalf of its members, has caused to be adopted this Second Restatement of the Declaration of Protected Covenants for the Hickory Ridge Subdivision on this 20th day of April, 2021


Eugene Tyler - President


Donna Conklin - Vice President


Dawn Deeter - Treasurer


Sue Reynolds - Secretary

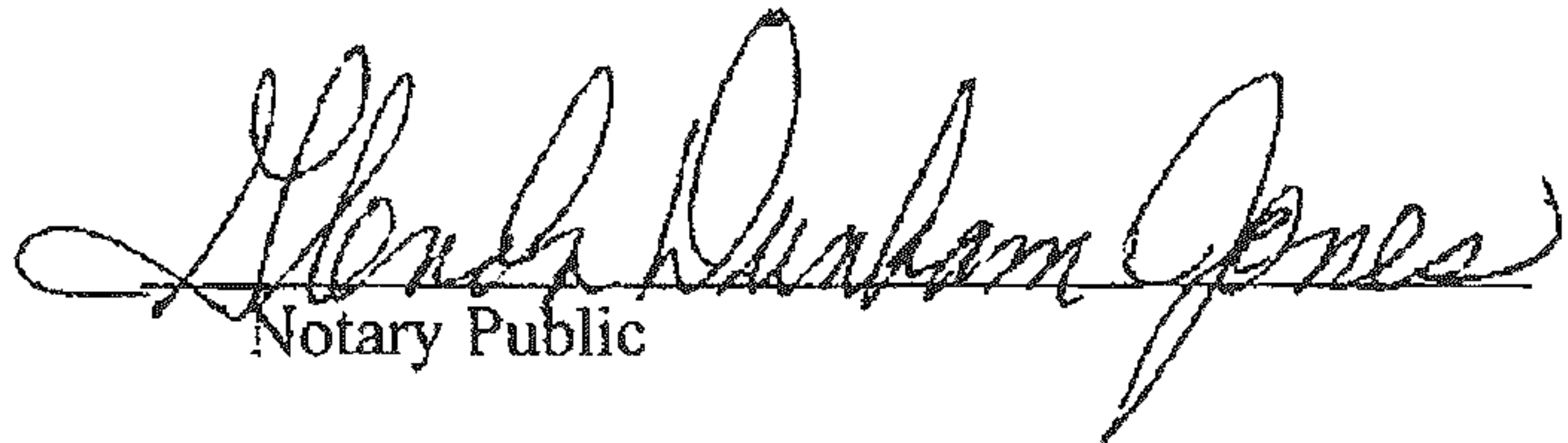
STATE OF ALABAMA)

SHELBY COUNTY)

I, the undersigned, a Notary Public in and for said County in the State, hereby certify that Eugene Tyler, Donna Conklin, Dawn Deeter and Sue Reynolds, officers of the Board of Directors for the Hickory Ridge Homeowners' Association, Inc., whose names are 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 said instrument, in such capacity for the homeowners association, executed the same voluntarily for and as the act of said corporation.

Given under my hand and official seal of office this the 20th day of

April, 2021.


Notary Public

Glenda Dunham Jones
My Commission Expires
12/5/2023



Filed and Recorded
Official Public Records
Judge of Probate, Shelby County Alabama, County
Clerk
Shelby County, AL
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