

This instrument prepared by:

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**RELEASE, WAIVER OF LIABILITY, INDEMNITY & AGREEMENT REGARDING
OUTDOOR STAIRS FOR SLOPED HILL TO LAKE CHELSEA**

THIS RELEASE, WAIVER OF LIABILITY, INDEMNITY & AGREEMENT REGARDING OUTDOOR STAIRS DOWN SLOPED HILL TO LAKE CHELSEA ("Agreement") is made and entered into as of ~~September 12, 2024~~ ^{MAY 12, 2025} between **Robert F. Outlaw** and **Bianca C. Outlaw** ("the Outlaws") and **Chelsea Park Residential Association, Inc.** ("Association"), an Alabama non-profit corporation.

Recitals

- A. The Outlaws are the owners of a residential real estate property located at 427 Lake Chelsea Way, Birmingham, Alabama 35242 ("Outlaw Property"). The Outlaw Property is also described as Lot number 9-13 in Chelsea Park.
- B. The Outlaw Property and other adjacent land and infrastructure is located within a residential community in Shelby County, Alabama, known as Chelsea Park.
- C. Chelsea Park, the Outlaw Property and Association Common Area referenced herein are subject to covenants, conditions and restrictions, including the Declaration of Covenants, Conditions and Restrictions for Chelsea Park, a Residential Subdivision, recorded in the Probate Court of Shelby County, Alabama, as Instrument #20051222000659740 on December 22, 2005, and the Declaration of Easements and Master Covenants for Chelsea Park, a Residential Subdivision, recorded in the Probate Court of Shelby County, Alabama, as Instrument #20041014000566950 on October 14, 2004, and any and all amendments thereto (referred to hereinafter collectively as "the Covenants").
- D. The Outlaws have asked for approval of a plan to construct a set of stairs and related infrastructure (the "Stairs") on their property, crossing onto, on, and over Association Common Area that will lead down to and provide them pedestrian access to Lake Chelsea.
- E. Provisions of the Covenants require that the Outlaws obtain permission from the Association to build the Stairs on the Outlaw Property and onto, on, and across Association Common Area
- F. The Association has approved the Outlaws' plan to build the Stairs, on the condition that the Outlaws agree to maintain the Stairs and release, indemnify and hold harmless the Association

for any and all claims of maintenance obligations for the Stairs or for damages of any type whatsoever caused in any way by the Stairs and related items, including the use of the same.

G. The Outlaws have executed this Agreement in order to undertake the obligation to maintain and repair the Stairs and to release, indemnify and hold harmless the Association for any and all claims of maintenance obligations for the Stairs and for damages of any type whatsoever caused in any way by the Stairs.

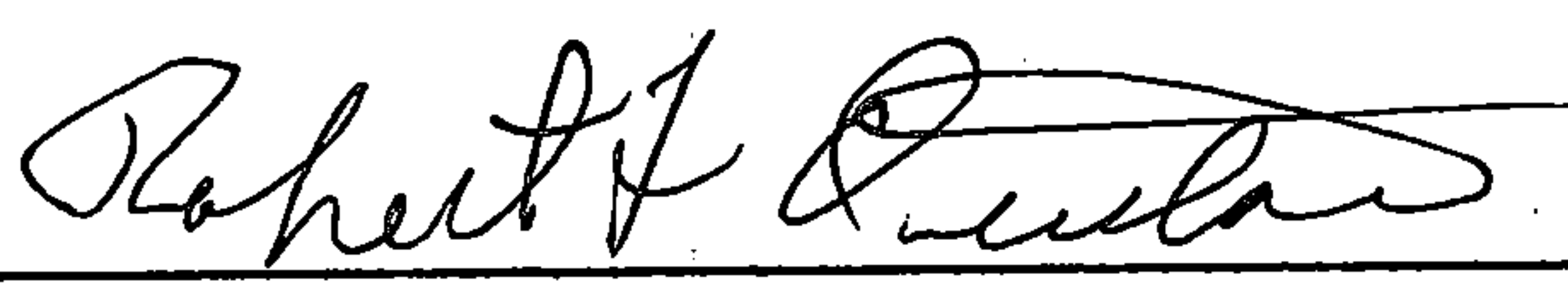
Agreement regarding Maintenance of the Stairs

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Outlaws hereby agree to and undertake to maintain and keep repaired and in good operating order the Stairs built on and in connection with the Outlaw Property and onto, on, and across Association Common Area, including all of the project work listed, described and specified in Exhibit A, and agree that such maintenance and repair obligations apply to all those facilities whether on the Outlaw Property or otherwise, and that this agreement and undertaking applies to the Outlaw Property and is a burden to it and will run with the land and inure to the benefit of and be binding upon the Outlaws, and their mortgagees, heirs, successors and assigns.

Release, Waiver of Liability & Indemnity

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Outlaws, for themselves, their mortgagees, heirs, successors and assigns, hereby release, indemnify, and agree to hold harmless the Association and its officers, agents, and employees from any and all claims, damages, losses and expenses of any type whatsoever, including attorneys' fees, arising out of or resulting from the construction, installation, operation, use, or maintenance of the Stairs, including all of the project work listed, described and specified in Exhibit A.

IN WITNESS WHEREOF, the Outlaws have executed this Agreement as of the day and year first shown above.


Robert F. Outlaw

STATE OF ALABAMA)
SHELBY COUNTY)

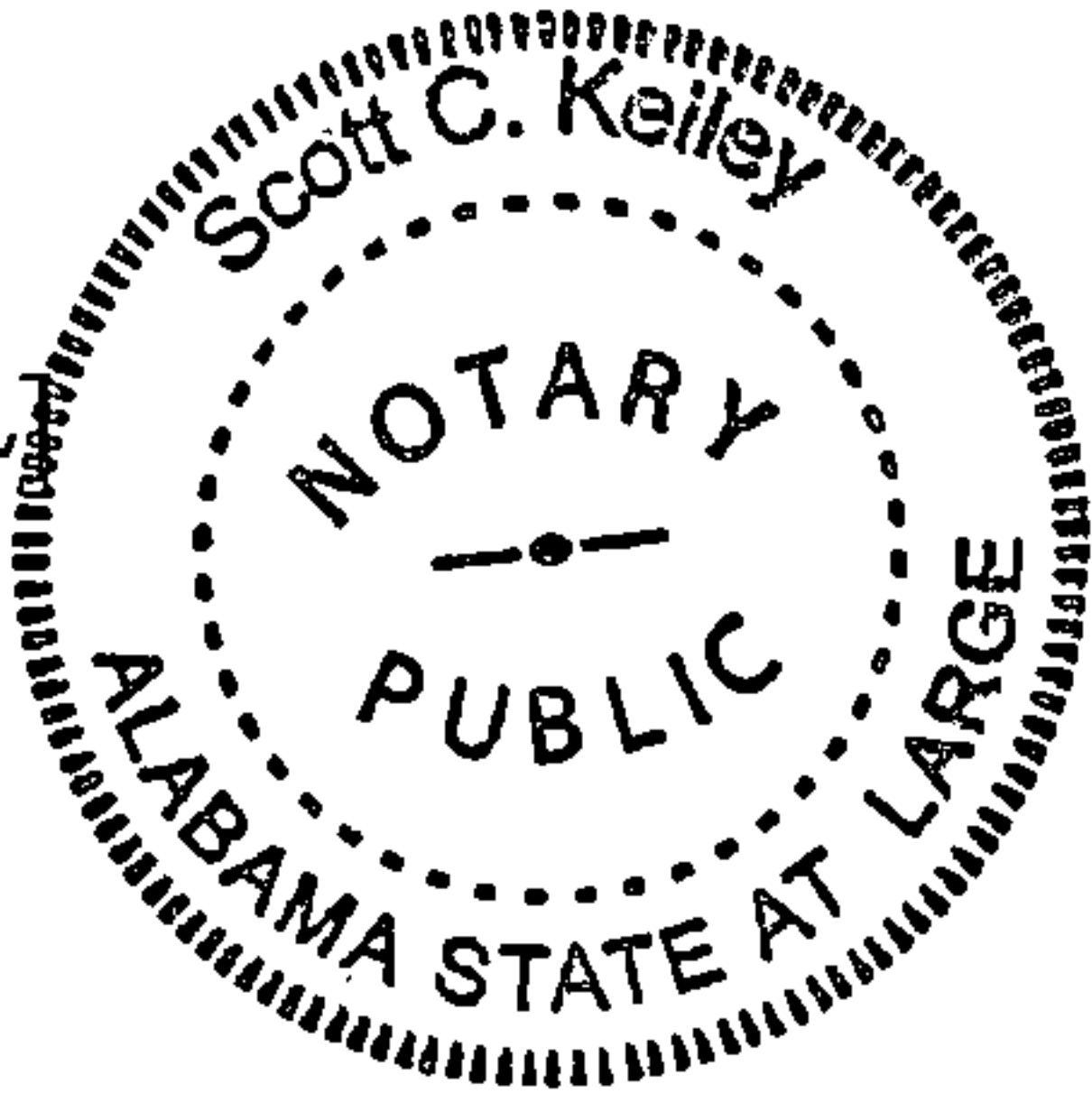
On this the 09 day of ~~September~~ ^{January 2025}, 2024, before me Scott C. Kelley, the undersigned officer, personally appeared ROBERT F. OUTLAW, who is personally known to me (or satisfactorily proven), and being authorized to do so, executed the foregoing instrument for the purposes therein contained, by signing his name.

In witness whereof, I hereunto set my hand and official seal.



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[SEAL]



Scott C. Kelley
Notary Public
My commission expires: 11/28/2027

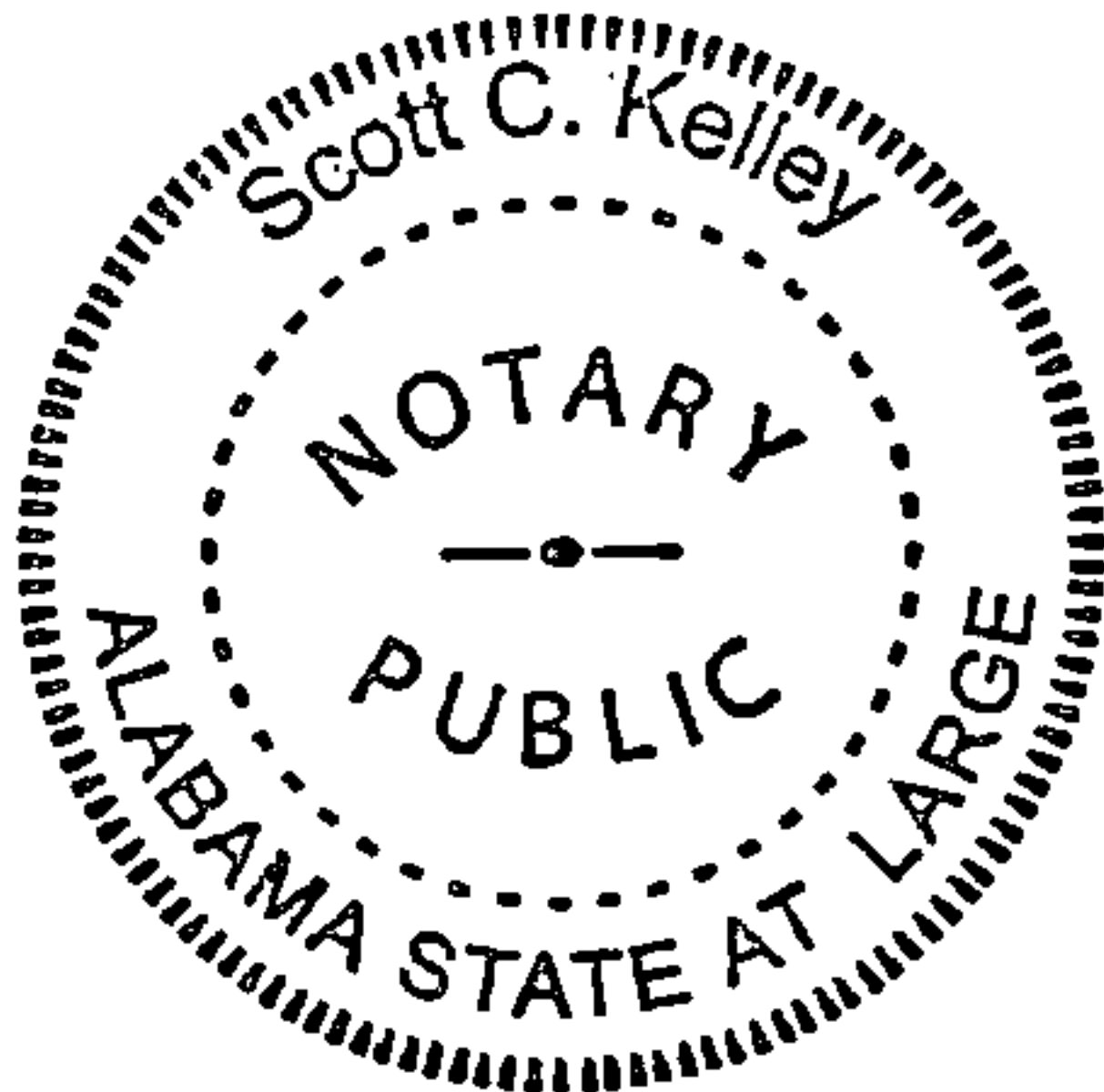
Bianca C. Outlaw
Bianca C. Outlaw

STATE OF ALABAMA)
SHELBY COUNTY)

On this the 09 day of ~~September~~ ^{January 2025}, 2024, before me Scott C. Kelley, the undersigned officer, personally appeared BIANCA C. OUTLAW, who is personally known to me (or satisfactorily proven), and being authorized to do so, executed the foregoing instrument for the purposes therein contained, by signing his name.

In witness whereof, I hereunto set my hand and official seal.

[SEAL]



Scott C. Kelley
Notary Public
My commission expires: 11/28/2027

EXHIBIT A



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Stairs - Chelsea Park ARC Request

[Collapse](#) | [Open All Sections](#)

▼ Type of Work (Landscaping - 08/15/2024)

Landscaping

Guideline

You must provide the following with this request:

One (1) copy of survey with landscaping plans to scale with the changes indicated on the plans with type of plantings and size of plantings. Example: 4-inch container of succulents; 5-foot maple tree

5.7 Landscaping Approval.

(a) In order to enhance the aesthetic appearance of the Property, no landscaping, grading, excavation or fill work of any nature shall be implemented or installed by any Owner, other than Developer, on any Lot or Dwelling unless and until landscaping plans therefor have been submitted to and approved by the ARC and the Association. The provisions of Section 5.6 above regarding the method that such plans are to be submitted to the ARC and the Association, the time for approval or disapproval of the same and the method of approving modifications or changes thereto shall be applicable to such landscaping plans. For purposes of this Section 5.6, approval by the ARC shall not be required for the planting of flowers and small shrubs unless such planting is in violation of the Architectural Standards or the provisions of this Declaration.

(b) Each landscape plan so submitted for a Sidewalk Lot shall provide for the construction of a sidewalk along the Lot line bounded by the street in accordance with the requirements of the ARC and the Association, and the Owner shall be responsible for the repair of any damage to the sidewalk occurring during construction of the Dwelling or any other Improvements on the Lot. The landscape plan shall also reflect the location of all curb cuts in the sidewalk allowing access to the Lot or Dwelling. The Owner of the Sidewalk Lot must post security for the cost of construction reasonably satisfactory to Developer.

6.7 Landscaping.

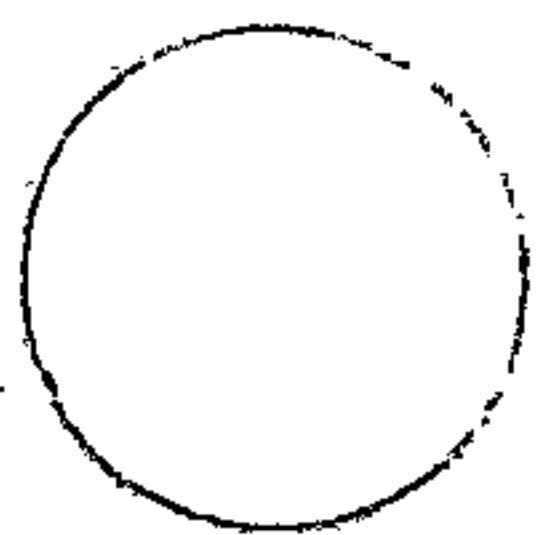
(a) The landscaping plan for each Lot or Dwelling in the Development shall be submitted to the ARC for approval pursuant to the provisions of Section 5.6 above. For purposes of Section 5.6, landscaping approval shall not be required for the planting or installing of flowers or small shrubs unless such violate the Architectural Standards or other terms or provisions of this Declaration. No Owner shall be allowed to divert or obstruct surface water from its drainage channels or otherwise divert or obstruct surface water so as to adversely impact adjoining or neighboring Lots or Dwellings. The determination of whether any such diversion or obstruction of surface water exists shall be made by the ARC, whose determination shall be final, conclusive and binding on all Owners and Occupants.

(b) The landscaping plan submitted to the ARC for the construction of a Dwelling shall include, without limitation, the following:

(i) adequate foundation, shrubbery and ground cover with only pine straw, shredded bark or pine bark to be used for mulching shrub beds and natural areas;

(ii) irrigation system shall be installed for frontal and side yards (EXCEPT FOR SECTION 3 & 6);

(iii) All front and side yards of each Lot shall be sodded with grass unless approved by ARC as a natural unless landscaped with shrubbery and ground cover approved by ARC; and



(iv) Planters and retaining walls in front and side yards and in rear yards visible from the street shall be constructed of masonry approved by the ARC. Landscape timbers shall not be used as exposed edging for planters and retaining walls.

All landscaping shall be completed in accordance with the landscaping plan approved by the ARC prior to the issuance of the Certificate of Compliance for the Dwelling.

(c) All landscaping for a Lot shall be completed in accordance with the landscaping plan approved by the ARC no later than thirty (30) days following the issuance of a Certificate of Compliance for the Dwelling situated thereon.

(d) No (SECTION 7,10,11: "trees"), hedge or shrubbery planting which obstructs sight-lines of streets and roadways shall be placed or permitted to remain on any Lot or Dwelling where such hedge or shrubbery interferes with traffic sight lines for roadways within the Development. The determination of whether any such obstruction exists shall be made by the Association, whose determination shall be final, conclusive and binding on all Owners.

(e) No rocks, rock walls or other substances shall be placed on any Lot as a front or side yard border or to prevent vehicles from parking on or pedestrians from walking on any portion of such Lot or to otherwise impede or limit access to the same. No bird baths, fountains, reflectors, flag poles, statues, lawn sculptures, lawn furnishings, artificial plants, rock gardens, rock walls, bird houses or other fixtures and accessories shall be placed or installed within the front or side yards of any Lot or Dwelling.

(t) No vegetable, herb or similar gardens or plants shall be planted or maintained in the front or side yards of any Lot or Dwelling or in the rear (back) yard of any Lot or Dwelling if the same would be visible from any street.

(g) The ARC and/or the Association may from time to time promulgate rules and regulations which may require conditions to approval of a landscaping plan, including without limitation, planting of trees of designated types and sizes on a Lot; prescribing a minimum dollar amount for landscaping budgets; and utilization of plant life from an approved list of plants.

(h) No Owner shall allow the grass on his Lot or Dwelling to grow to a height in excess of two (2) inches, measured from the surface of the ground.

(i) Seasonal or holiday decorations (e.g., Christmas trees and lights, pumpkins, Easter decorations) shall be promptly removed from each Lot or Dwelling as soon as such holiday passes.

7.1 Responsibilities of Owners.

...(b) Each Lot or Dwelling, as the case may be, shall be landscaped in accordance with plans and specifications submitted to and approved by the ARC and the Association pursuant to Section 5.7 above. All areas of any Lot or Dwelling which are not improved by the construction of a Dwelling thereon (except for the natural, undisturbed buffer area on any Lot or Dwelling as described in the landscape plan submitted under Section 5.7 above) shall at all times be maintained by the Owner in a fully and well kept landscaped condition utilizing ground cover and/or shrubbery and trees. The maintenance obligations set forth in this Section 7.1(b) shall apply to all portions of a Lot or Dwelling up to the edge of the pavement of any roadway or buffer area on or abutting such Lot or Dwelling and shall be binding on the Owner of each Lot or Dwelling at all times, either prior, during or after the construction of any Improvements thereon. Grass, hedges, shrubs, vines and any other vegetation of any type on any Lot shall be cut and trimmed at regular intervals at all times in order to maintain the same in a neat, safe and attractive condition. Trees, shrubs, vines, plants and other vegetation which die shall be promptly removed and replaced with living plants of like kind and quantity. Dead vegetation, stumps, weed, rubbish, debris, garbage and waste material shall be promptly removed from any Lot or Dwelling and properly disposed of outside of the Development.

Requisites

The following ARC guideline requirements have been met:



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1. * I am attaching a survey with landscaping plans to scale with the changes indicated on the plans with type of plantings and size of plantings.

☐ Yes ☐ No

2. Please provide your lot#

9-13

3. * I have read the guidelines related to the type of work I am doing on my home and am in compliance. I agree not to begin or continue property improvement(s) until I am notified of approval.

☒ Yes



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▼ Basic Information (Robert Outlaw - 427 Lake Chelsea Way)

Homeowner's First Name
Robert

Homeowner's Last Name
Outlaw

Phone
2057893542

Homeowner's Email
p.rayconstruction@outlook.com

House#/Unit#
427

Street/Building
Lake Chelsea Way



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ARC Tracker Community
Chelsea Park, AL

I want to change these values

Request Title
Stairs

Note: Brief description used to quickly identify the request in the listing.

Detailed Description of Work (I want approval to...)

we are requesting, as the contractor on behalf of the homeowner, ARC approval for stairs leading to the lake. Very similar to what the other houses have along side this house. I will attach an image of what we plan to do with the stairs. We will use Geostone block with pea gravel landings. and it will have a 2" black steel grabrail down one side.

Desired Start
08/29/2024



Latest Finish
11/13/2024

Contractor
P. Ray Construction LLC

Special Exceptions

Note: Exceptions may delay the processing of your request.

▼ Attachments (2 - Latest: 09/30/2024 8:45 AM) Slideshow View

-  CP_Outlaw--final waiver & release re outdoor stairs(102686471.1) (127 KB)
[Open in New Tab](#)
By Richard Cribbs on 09/30/2024 8:45 AM
-  Robert outlaw steps (150 KB) [Open in New Tab](#)
By Patrick Ray on 08/15/2024 8:41 AM