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STATE OF ALABAMA

COUNTY OF BALDWIN

BALDWIN COUNTY, ALABAMA
JUDGE ADRIAN T. JOHNS
Filed/cert 1/22/2008 11:12 AM
TOTAL \$ 40.00
10 Pages

1096119



**RESTRICTIONS OF
TENSAW RIDGE ESTATES**

1 **ARCHITECTURAL CONTROL COMMITTEE** There is hereby established an Architectural Control committee consisting of not less than one nor more than three members of TENSAW RIDGE ESTATES Owners Association appointed by the Board of Directors of the TENSAW RIDGE ESTATES Owners Association for two year terms. The Board of Directors is authorized to replace any member of the Architectural Control Committee in the case of death, resignation, non-performance of duty or other good reason. The decision of a majority of the members of the architectural Control Committee shall be the decision of the Committee. In the event of death, resignation, absence or removal of one or more members of the Committee, the remaining members shall have full authority to act in the name of the Committee with respect to all matters which are, by the terms of this instrument, to be decided by the Committee. The decision of the Committee shall be final and binding on all parties. TENSAW RIDGE ESTATES Owners Association shall protect and indemnify the members of the Committee against any loss, cost, liability, damage or expense suffered or incurred as a result of actions taken by them in good faith as members of the Committee.

2 **RESIDENTIAL USE ONLY** No lot may be improved, used or occupied for other than private, single-family residence purposes, and no flat, duplex or

apartment or group apartment, though intended for residence purposes, may be erected on any lot

Only one such residence shall be permitted on a single lot and no lot may be subdivided except that any lot may be divided so as to add the subdivided parts thereof to adjoining lots to create larger lots and nothing herein shall prevent the construction of one residence upon more than one lot, provided, however, that any subdivision of lots for such purposes and any construction of a single residence upon more than one lot shall be permitted only upon the express approval of the Architectural Control Committee and its approval or disapproval shall be completely discretionary

In any case that the Architectural Control Committee shall permit the subdividing or construction referred to in this article, it shall also have authority to revise the "Building Limits" and common lot line wall requirements applicable to the involved lots to permit said construction

3 **MINIMUM DWELLING SIZE** Each dwelling shall contain a minimum of 1,700 square feet of living area and a 2 car garage

4 **OFFENSIVE ACTIVITIES** No noxious or offensive activity shall be permitted on any lot, nor shall anything be done thereon which may or become an annoyance or a nuisance to the neighborhood

5 **BUILDING PLANS** No building shall be erected, placed or altered on any lot until a copy of complete building plans, specifications and plot plans, showing, without limitation, a schedule of exterior materials, exterior colors and the location of such building, have been approved in writing by the Architectural Control Committee as to (1) location, orientation and finished ground elevation of the building with respect to

street and existing structures in the subdivision, (2) conformity and harmony of external design with existing structures in, general development plans for the subdivision, and (3) compliance with all other requirements stated in these restrictions. The copy of such building plans, specifications and plot plans submitted to the Committee will be retained by it. Should the Committee fail to approve or disapprove such plans and specifications within thirty (30) days after submission, such approval will not be required, but such lot shall be and remain in all other respects subject to these restrictions. If such plans and specifications are disapproved, written notice of such disapproval shall be given to the submitting lot owner in person or by certified or registered letter addressed to the lot owner at the address furnished by him with the plans and specifications. Such notice will set forth the elements disapproved but need not contain any suggestions as to corrective measures to be taken. In the event that construction is begun without having obtained the written approval of the Architectural Control Committee as provided in this paragraph, the Architectural Control Committee, TENSAW RIDGE ESTATES Owners Association, or any lot owner shall have the right to bring an appropriate action at law or in equity for damages or to restrict or prevent the violation in the manner contemplated by paragraph 21 herein.

6 **ANIMALS** Dogs, cats and other domesticated animals in a total number of four (4) may be kept by each lot owner on each lot owned, provided they are not kept, bred or maintained for any commercial use or purpose and are not a nuisance, annoyance or danger to the neighborhood. No other animals of any kind shall be kept or maintained on any part of said property.

7 **FENCES, WALLS AND SIMILAR STRUCTURES**

A All fences, walls, hedges and ornamental structures shall be considered a part of the building plans and shall be subject to approval of the Architectural Control Committee

B Each lot owner shall construct at the time of construction of his home an area or structure on his lot for parking at least two vehicles. The surface of any driveways, garages or parking courts shall be constructed of concrete or other hard pavers or paving material approved by the Architectural Control Committee. Parking areas are not permitted.

C Sheds, garages and other permissible accessory buildings shall be built of permanent materials and the outside of such buildings shall be finished in a manner consistent with the adjacent home or in such other manner as is approved by the Architectural Control Committee. No such shed, garage or other permitted accessory building shall be constructed without first obtaining the written approval of the Architectural Control Committee. Occupancy of any shed, garage or other permitted accessory building is not permitted.

D Any structure or material on any lot which has been destroyed in whole or in part by fire, windstorm or other cause must be removed from the lot or restored to a sightly condition with reasonable promptness. Construction of any new home or permitted structure shall be accomplished with reasonable promptness.

8 **EASEMENTS** The easements shown on the recorded plat of the subdivision are hereby adopted as a part of these restrictions, and all lots in the subdivision shall be subject to such easements. The undersigned owner of the

subdivision reserves unto itself and its successors and assigns the right and easement, but not the obligation, to construct, install, maintain, repair and replace power, water, gas, sewer, telephone and other utility lines, equipment and facilities and drainage ditches in, on, over and under the streets and roads and easements shown on the recorded plat of the subdivision, and to construct, install, operate, maintain, repair and replace lights, walls, fences, shrubbery, bushes, trees and other decorative or screening improvements in, on, over and under the property with full right of ingress and egress to and from said street and roads and easements across adjoining property, and the undersigned reserves unto itself its successors and assigns, the right to contract generally with others for the doing of any or all such things and the right to grant unto others such easements, rights and privileges as the undersigned may deem appropriate or convenient in connection therewith

9 **TRAILERS, EQUIPMENT AND VEHICLES** No trailer or semi-trailer designed for human habitation shall be brought on any lot or parked in the subdivision. No trailer, tent, shack, garage, or out-building of any type placed or erected on a lot covered by these restrictions shall at any time be used for human habitation, temporarily or permanently, nor shall any structure of a temporary nature be used for human habitation, without the prior written approval of the Architectural Control Committee.

Motorized travel homes or travel trailers are not permitted unless written permission is first obtained from the Board of Directors after a determination that the owner has provided a wall or shrubbery sufficient to screen such motorized travel homes or travel trailers so as not to be visible from a street or any common area. In the

vent that such items are permitted, in no event shall they be hooked to sewer or power other than to recharge batteries, nor shall they be used as living quarters

Boats, off-road vehicles, all terrain vehicles, motorcycles, boat trailers, or other similar items shall be permitted only if the owner first constructs a wall or plants a screen of foliage sufficient to block the view of any such items from any street or common area

No tractor trailer rigs, tractors, trailers, heavy equipment, commercial transport vehicles, 18-wheelers, heavy trucks, construction or maintenance vehicles of any type, or any similar type vehicles or equipment will be permitted to be parked or stored anywhere within TENSAW RIDGE ESTATES, including on an owner's lot except that such vehicles and equipment may temporarily be permitted when required to construct homes, to make deliveries, or to perform services on homes or lots within TENSAW RIDGE ESTATES

10 **INDIVIDUAL WATER AND SEWER FACILITIES** Each lot owner must require and furnish temporary on-site toilet facilities at all times during construction. Each lot owner must provide regular cleanup of construction material and wastes during the entire period of construction.

11 **MAINTENANCE OF VACANT LOTS** The owners of all vacant lots, including the developer, shall keep the grass and weeds out and maintain the same in a clean and neat condition. The TENSAW RIDGE ESTATES Owners Association is empowered to provide the necessary maintenance of any lot which is not, within the discretion of its directors, being properly maintained by the owner of same and the owner shall reimburse the Association for the reasonable cost thereof.

12 **GARBAGE DISPOSAL CONTAINERS AND EQUIPMENT** All outside garbage disposal equipment and containers shall be kept in a clean and sanitary condition. Solid waste materials must be placed in waterproof containers with tight fitting covers to control rodents, flies, obnoxious odors, etc. and must be disposed as expeditiously as possible. Every outdoor receptacle for ashes, trash, rubbish or garbage shall be installed either underground or screened by fencing, walls or shrubbery so as not to be visible from any street, common area or other lot or home within TENSAW RIDGE ESTATES.

13 **CLOTHES LINES AND JUNK** No outside clothes lines shall be permitted in the subdivision unless screened in such manner as to not be visible from adjacent lots and streets. No stripped down, partially wrecked or junk motor vehicle or any sizeable part thereof and no discarded or abandoned material or vehicles of any kind shall be permitted to be parked or stored upon any lot or along any street, park area or common area.

14 **SIGNS** No sign of any kind shall be placed or maintained upon any lot, except one sign of not more than five (5) square feet advertising the property for sale or rent.

15 **STREET AND YARD LIGHTS** For so long as the existing street lights are operating, no other outside lights shall be installed or used in the subdivision without the written approval of the Architectural Control Committee, except such as may be installed on the dwelling or other approved structures on the lot and landscape lighting.

16 **MAILBOXES** All mailboxes shall be of such size and design as may be approved in writing by the Architectural Control Committee.

17 **PROPERTY OWNERS ASSOCIATION** Each lot owner shall become, and remain throughout the period of ownership, a member of the TENSAW RIDGE ESTATES Owners Association

18 **COMMON AREA, LIGHT AND GARBAGE SERVICE** The TENSAW RIDGE ESTATES Owners Association shall have the responsibility for the care and maintenance of all common areas in the subdivision and for the maintenance of exterior street lighting

19 **VIOLATIONS** The Architectural Control Committee shall, upon written request of any lot owner, or upon its own initiative if it so elects, investigate any possible violation of these restrictions and determine by majority vote whether a violation exists. If the Committee determines that no violation exists, it shall give written notice of its determination to the complaining lot owner at his last known address. Should the Committee determine that a violation does exist, it shall give written notice of this determination in person or by registered or certified mail to the complaining lot owner, if any, and to the owner of the lot on which or as to which such violation exists, addressed to each at his last known address. The owner of the lot on which or as to which such violation exists shall be allowed thirty (30) days after the giving of such notice, or such longer period as the Committee may deem appropriate, in which to correct such violation. Should the violation not be corrected within such period, the Committee shall have the right, but not the obligation, to correct the violation, charge the lot owner with the cost of corrective measures taken, and collect such cost, either with or without suit.

In addition, the Committee and any owner or owners of any part of the property hereby restricted shall each have the right to prosecute any proceedings at law or in

equity against any person or persons found by the Architectural Control Committee to be violating any of these restrictions and prevent him or them from so doing, recover damages for such violation, and obtain any other legal and equitable relief to which it, he or they may be entitled under the circumstances, including a reasonable attorney's fee and the costs incurred in prosecuting any such action

20 **TERM AND BINDING EFFECT** The foregoing restrictions shall run with the land and shall be binding upon all lot owners, and upon all parties and persons claiming under or through them, each of whom, shall, by virtue of his acceptance or acquisition of title or other interest, accept and agree to be bound by and to abide by all terms and provisions of this instrument, all of which shall be and remain in full force and effect until January 1, 2015, and thereafter, unless before such date the adult record owners of at least sixty (60%) percent of the lots in the subdivision, or unless on or after such date the adult record owners of a majority of the lots in the subdivision (excluding in both instances mortgagees and holders of vendor's liens) shall by instrument in writing, annul, amend, or modify such restrictions in whole or in part, provided, however, that no modification or amendment shall place an additional burden or restriction on any lots in the subdivision, the owners of which (including, in this instance, mortgagees and holders of vendor's liens) do not join in such modification or amendment

21 **VARIANCES BY ARCHITECTURAL CONTROL COMMITTEE** The Architectural Control Committee may, within its sole discretion, grant to the owner of any lot, variances from the restrictive covenants and conditions set out herein, when in the opinion of the Architectural Control Committee the literal enforcement of such restrictions, covenants and conditions would work an undue hardship on such owner

and when, in the Committee's discretion, the granting of such variance will not unreasonably affect use and enjoyment or value of the other lots within the subdivision

22 **SEVERABILITY** Should any provision, clause, restriction, limitation or condition of this instrument be declared unenforceable, illegal, against public policy or inconsistent with or contrary to the laws or Constitution of the State of Alabama or of the United States of America, by any court of competent jurisdiction, or by any legislative enactment of the State of Alabama or of the United States of America, every remaining provision, clause, restriction, limitation or condition contained herein not affected by such judicial or legislative declaration, decision or act shall be and remain in full force and effect. None of the foregoing restrictions shall operate as a cloud upon the title to any of the properties to which said restrictions relate, nor shall any breach thereof cause a forfeiture of title.

IN WITNESS WHEREOF, the TENSAW RIDGE ESTATES Owners Association and those individual lot owners listed below have caused this instrument to be signed, sealed and attested in their names and in their behalf by their officers thereunto duly authorized on this 23 day of April, 2001 ^{Feb}

**TENSAW RIDGE ESTATES OWNERS
ASSOCIATION**

By D. Kay Meach
As its President