

**DECLARATION OF  
RESTRICTIVE COVENANTS  
FOR  
BRIDLEWOOD FARMS**

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Jerry C. Pow  
Probate Judge  
Bibb County, Alabama  
Recording Fee 57.50  
TOTAL 57.50

**KNOW ALL MEN BY THESE PRESENTS:** That:

**WHEREAS**, Bridlewood Farms, LLC, ("the Developer") has heretofore acquired fee simple title to certain real property-situated in Chilton, Shelby and Bibb Counties, Alabama all of which is described and included in the property described on Exhibit "A" attached hereto and incorporated herein by reference (the Property). The Developer has divided the Property into tracts (herein "Tracts") as shown on the map and survey of Bridlewood Farms of Chilton, Shelby and Bibb Counties, Alabama (the Reference Map). The Property is more fully described on Exhibit "A" hereto and the Survey, of the land as prepared by Hickey Land Surveying, Inc. (Sam W. Hickey) and dated August 16, 2005.

**WHEREAS**, the Developer desires to develop a residential estate subdivision (the Subdivision) to be known as Bridlewood Farms, and wish, to subject the Property to the restrictions and covenants set forth in this Declaration of Restrictive Covenants for Bridlewood Farms (herein "the Declaration") and

**WHEREAS**, the Developer and Property Owner herein named desire to subject each Tract Owner as herein defined to membership in the Bridlewood Farms Owner's Association, Inc. (the "Association").

**NOW THEREFORE**, the Developer and Property Owner do, upon recording hereof, declare and make the Property and each of the Tracts now or hereafter included in the subdivision of the Property subject to the covenants, conditions, restrictions, uses, easements, limitations and affirmative obligations set forth in this Declaration, all of which are declared to be in furtherance of a plan for the improvement of the Property in a desirable and uniform manner, and all of which shall run with the land and shall be binding on all persons, firms or corporations having or acquiring any right, title or interest in the Property, the Tracts, or any part(s) thereof, and shall be for the benefit of each such Owner of Property or interest therein, and shall inure to the benefit of and be binding upon each successor in interest to the Owners thereof.

**ARTICLE I  
DEFINITIONS**

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For the purposes of this instrument, the following capitalized terms shall have the following meanings:

(a) Tract, means any Tract or Parcel within Bridlewood Farms as depicted in the map and survey of Bridlewood Farms as heretofore referred to.

(b) Primary Dwelling, means a single family residential dwelling.

(c) Outbuilding, means a barn, stable, workshop, storage building, pier, gazebos or other structure which is not intended for permanent or primary occupancy by human beings.

(d) Structure, means a Primary Dwelling or Outbuilding.

(e) Owner, Tract Owner, means in the aggregate, all of the Owners in the aggregate of fee simple interests in and to any Tract and individually, the owner of a Tract. Notwithstanding multiple ownership of any Tract, for the purposes of this instrument, no Tract shall be afforded more than one vote for any matters contained in this instrument. Owners of Tracts will have one vote per Tract owned. If a Tract is owned by more than one person or by an entity (other than a natural person), the Owner (or other natural person, if the Owner is an entity other than a natural person) entitled to cast the vote appurtenant to said Tract shall be designated by the Owners of a majority interest in the Tract. A voting member must be designated as the person entitled to cast the vote for all such owners of that Tract by a statement filed with the Association, in writing, signed under oath by the Owners of a majority interest in the Tract. The designation may be revoked and a substitute voting member designated at any time at least five (5) days prior to any meeting. If a designation of a voting member is not filed at least five (5) days prior to any meeting, no vote shall be cast at such a meeting by or for said Tract Owner(s).

(f) Mortgagee, means the holder of any mortgage encumbering any Tract within the Property.

(g) Service Providers, means all providers of services for the maintenance, protection and benefit of the Tracts and the Tract Owners including, but not limited to, fire departments, law enforcement agencies, utility providers, postal service, garbage collectors and any other provider of service which would benefit the Tracts or Tract Owners.

(h) Tract, means these parcels of real property which are more particularly described on Exhibit "A", attached hereto and incorporated by reference herein. Notwithstanding anything to the contrary contained in this Declaration, Developer expressly reserves the right to divide the real property described on Exhibit "A" into additional parcels and to resurvey the said real property to move lines and corners as developer deems necessary

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and or appropriate or desirable.

(i) Perimeter Tract shall mean Property Tracts which border property, whether it be roads, streams or other properties not incorporated within Bridlewood Farms.

(j) Utility Companies, means all entities providing utility services to the Property including, but not limited to electrical power, water, gas, telephone and cable service.

(k) Architectural Review Committee (ARC) (see more complete description in Article IV.

## ARTICLE II LAND USE

(a) The Property and Tracts located therein will be used for residential or agricultural purposes only and not for any business or trade. Home offices are allowed, however, such allowance is intended only to allow individual work at a structure located on a Tract, but not the conduct of business with the presence of the general public at the Property.

(b) Clothes Lines. No clothes lines for the purpose of hanging clothes/wash/laundry shall be installed, nor shall there be any hanging of clothes/wash/laundry on any tract where the hanging of said clothing/wash/laundry is visible from any road or other tract owners primary dwelling within Bridlewood Farms.

(c) No weeds, underbrush or other unsightly growth shall be permitted to grow or remain upon any part of the property for as may be determined by the Developer and or Owner's Association.

No refuse or unsightly object(s) shall be allowed to be placed or remain upon any part of the property. The undersigned reserves the right (after 30 days notice to the owner to enter upon the property during normal working hours for the purpose of mowing, removing, cleaning or cutting underbrush, or other unsightly growth or trash which in the opinion of the developer detracts from the overall beauty and safety of the property and may charge the owner with the reasonable costs for such service which charge shall constitute a lien upon the subject property which shall be enforceable by appropriate proceeds at law or equity.

This provision shall apply to property which has been improved, prepared and cleaned, mowed and otherwise improved and shall not apply to property sold in a natural growth state.

## ARTICLE III

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## BUILDING REQUIREMENTS

(a) Minimum structure size of primary dwelling. No Tract shall contain more than two Primary Dwelling and no Primary Dwelling shall be erected on any Tract if such dwelling contains less than 2600 square feet of living space, for a single story dwelling, and not less than 2800 square feet of living space for a 2 story dwelling, with no less than 2000 square feet on the main level. Living Space is defined as heated and finished areas and does not include porches, garages, basements, carports or attics.

(b) Exterior material. No Primary Dwelling or Outbuilding as hereinafter allowed shall use the following materials which shall be visible on the exterior of any such building: (a) (common cinder) concrete block; (b) vinyl siding or (c) any shiny or reflective material.

(c) Driveways. All driveways servicing any Tract shall be gravel, concrete or asphalt and points of connection to roadways, as well as culverts, connecting slopes shall be approved by the Developer.

(d) Building location. No Structures, other than fences, shall be located any closer than 150 feet from any named road within the Property, nor shall any Structure other than fences be located any closer than 50 feet from any Tract line.

(e) Fencing. The Architectural Review Committee (ARC) shall have the right to approve any proposed fencing. Only wooden fencing or fencing approved by the Architectural Review Committee (ARC) will be allowed. Certain types of wire or vinyl fencing may be allowed if not easily visible from The Road. All fences running parallel to the named Roads must be as currently provided along the north side of Bridlewood Drive. In addition the wooden fence must turn away from the roads, at a minimum of 3 fence sections or 30 feet, whichever is greater, before converting to another ARC approved fence.

(f) Temporary structures and outbuildings. No mobile homes or temporary dwellings shall be built and used for residential purposes. Guest houses and other Outbuildings shall, subject to the approval of the Architectural Review Committee be allowed and must comply with Article III(b).

(g) Design criteria. The objective of the Architectural Review Committee hereinafter established is to provide for the quality development of all of the Tracts within the Property.

(h) Septic tanks. All septic tanks must be of an approved type, such tanks together with adequate field lines must be approved and completely acceptable to the appropriate County Health Department. No septic tank or field line shall be constructed within 40 feet of an adjoining Tract line. No sewer or drainage lines shall be constructed or laid which shall empty on or become a nuisance to an adjoining Tract, property line, or Roads.

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(i) Windows. Only wooden or aluminum clad wooden windows or vinyl or vinyl clad are permitted on any Structure.

(j) The roof pitch on any Structure shall not be less than 8 and 12 unless first approved in writing by the Architectural Review Committee.

(k) All Primary Dwellings will have brick, stone, stucco, wood or approved siding product on all four sides of the foundation as the predominant siding exterior, there shall be no exposed concrete or block. All Structures are to be of traditional styling and approved in writing by the Architectural Review Committee.

(l) No cantilevered chimney shall be allowed on the front or sides of any structure. All chimney chases on the front and side shall be supported by the foundation of the structure and shall be constructed of the same material as used in the foundation. Cantilevered chimney chases may be allowed on the rear by specific approval of the Architectural Review Committee. Bay windows on the front or side of the dwelling must have a bottom return.

(m) Garages. Garage doors shall not be permitted on the front of Primary Dwellings. In cases where garages are visible from any road, even though not on the front of dwellings, the garages interior must be finished out.

(n) Construction of improvements. When the construction of any Structure is once begun, work thereon must be prosecuted diligently and continuously and must be completed within 9 months.

(o) All roof vents and pipes shall be painted as near the color of the roof as possible and be on the roof side not visible from any road in the property, if possible.

#### **ARTICLE IV ARCHITECTURAL REVIEW COMMITTEE (ARC)**

(a) APPROVAL OF ARCHITECTURAL REVIEW COMMITTEE. No structure, building, or fence shall be commenced, erected, placed, moved onto or permitted to remain on any Tract, nor shall any existing structure upon any Tract within the Property be altered in any way which materially changes the exterior appearance thereof until same is submitted to and approved by the Architectural Review Committee (herein "the ARC") . The ARC will be provided with such plans and specifications which will be in a form and shall contain such information, as may be required by the Architectural Review Committee and shall include but not necessarily be limited to:

(i) A site plan of the Tract showing the location, height, and exterior design (including a summary of all proposed materials together with samples of exterior materials

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and paint colors) of all buildings and improvements proposed to be constructed on the Tract; paint colors preferable should be earth tone. Bright colors are discouraged and will be denied;

(ii) Any remodeling, reconstruction, alterations or additions to an existing residence shall require the written approval of the Architectural Review Committee.

(b) COMPOSITION OF THE COMMITTEE. The Architectural Review Committee (ARC) (the "Committee") , until termination or modified pursuant to Article IV, Paragraph (j) as hereinafter set out shall be composed of Joe McCormick, Bill Alldredge and Jim Moncus until such time as the Developer has sold all of the Tracts within the Property. At such time as the Developer has sold all of the Tracts, the Committee shall be comprised of three (3) individuals who are Tract Owners who are elected by a majority of the fee simple Owners of the Tracts within the Property and at such time, the affirmative vote of a majority of the members of the Committee shall be required in order to issue any permit and authorization set forth herein.

(c) EVIDENCE OF APPROVAL. The approval of the ARC shall be evidenced by written permit executed by one or more of the members of the ARC. The written permit shall be executed in duplicate with one copy to be retained by the applicant.

(d) BASIS FOR DISAPPROVAL OF PLANS:

(i) The scope of review by the Committee shall be limited to appearance and improvement location only. The purpose of the Committee is to promote quality development on the Tracts and not necessarily to impose requirements concerning the type of structure or the design of such structures in such Tracts. THE ARC DOES NOT ASSUME OR ACCEPT BY THE FILING HEREOF ANY RESPONSIBILITY OR AUTHORITY TO REVIEW FOR STRUCTURAL SOUNDNESS, COMPLIANCE WITH BUILDING OR ZONING CODES OR STANDARDS, OR ANY OTHER FACTORS.

(ii) The ARC Committee shall have the right to disapprove any plans and specifications submitted for approval for any of the following reasons:

- (a) failure of such plans and specifications to comply with the covenants and restrictions herein set forth;
- (b) failure to include information in such plans and specifications as may have been reasonably requested by the ARC;
- (c) reasonable objection to the exterior design, appearance or materials proposed to be used in any proposed structure;
- (d) incompatibility of use of any proposed structure or improvement with existing structures or uses upon other Tracts in the Property;
- (e) objection to the site plan, clearing plan, drainage plan for any special

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parcel;

(f) failure of plans to take into consideration the particular topography, vegetative characteristics, and natural environs of the Tract;

(g) and any other matter which, in the judgment of the Committee, would render the proposed structure, improvement, or uses inharmonious with the general plan of improvement of the Property or with Structures, improvements, or uses located upon Tracts in the Property.

(iii) In any case where the ARC shall disapprove any plans and specifications submitted hereunder, or shall approve the same only as modified or upon specified conditions, the disapproval shall be accompanied by a statement of the grounds upon which such actions were based. If no response is made by the ARC within a thirty (30) day period after submission of such plans and specifications, it shall be deemed that such plans and specifications are approved. In any such case the ARC shall, if requested, make reasonable efforts to assist and advise the applicant in order that an acceptable proposal can be prepared and submitted for approval.

(e) RETENTION OF COPY OF PLANS. Upon approval by the ARC of any plans and specifications, as approved, shall be deposited for permanent record with the ARC, and a copy of such plans and specifications bearing such approval, in writing, shall be returned to the applicant submitting the same.

(f) FAILURE TO OBTAIN APPROVAL. If any Structure or improvement shall be altered, erected, placed or maintained upon any Tract, or any new structure or improvement commenced on any Tract other than in accordance with plans and specifications approved by the ARC pursuant to the provisions of this Article IV, such alteration, erection, maintenance or use shall be deemed to have been undertaken in violation of this covenant, and without the approval required herein, upon written notice from the ARC, any such structure or improvement as altered, erected, placed or maintained shall be corrected as to extinguish such violation. If fifteen (15) days after the notice of such violation the Owner of the Tract upon which such violation exists shall not have taken reasonable steps toward the removal or correction of the same, the Committee shall have the right, through its agents and employees, to enter upon such Tract and to take such steps as may be necessary to extinguish the violation and the cost thereof shall be a binding, personal obligation of such Owner as well as a lien (enforceable in the same manner as a mortgage) upon the Tract in question. The lien provided in this paragraph shall not be valid as against a bona fide purchaser (or bona fide mortgagee) of the Tract in question unless a suit to enforce said lien shall have been filed in a court of record in the County in which the property lies prior to the recordation among the Land Records of the County in which the property lies of the deed (or mortgage) conveying the Tract in question to such purchaser (or subjecting the same to such mortgage).

(g) CERTIFICATE OF COMPLIANCE. Upon completion of the construction or

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alteration of any Structure or improvement in accordance with the plans and specifications approved by the ARC, the ARC shall, upon written request of the Owner thereof, issue a certificate of compliance in form suitable for recordation, identifying such structure or improvement is placed, and stating that the plans and specifications, the location of such structure or improvement and the use or uses to be conducted thereon have been approved and that such structure or improvement complies with the requirements of the ARC. Preparation and recording of such certificate shall be at the expense of such Owner. Any certificate of compliance issued in accordance with the provisions of this Article IV, Paragraph (g), shall be prima facie evidence of the facts therein stated, and as to any purchaser or encumbrance in good faith and for value, or as to any title insurer, such certificate shall be conclusive evidence that all structures or improvements on the Tract and the use or uses described therein comply with all the requirements of this Article IV, and with all other requirements of this Article IV, and with all other requirements of the Declaration as to which the Committee exercises any discretionary or interpretive powers.

(h) INSPECTION RIGHTS. Any agent of the Developer or the ARC may at any reasonable time or times enter upon and inspect any Tract or any improvements thereon for the purpose of ascertaining whether the maintenance of such Tract and the maintenance, construction, or alteration of Structures and improvements thereon are in compliance with the provisions hereof; and neither the Developer nor the ARC nor any such agent shall be deemed to have committed a trespass or other wrongful act by reason of such entry or inspection.

(i) WAIVER OF LIABILITY. Neither the ARC nor any architect nor agent thereof, nor Owner, nor any partner, agent, or employee of any of the foregoing, shall be responsible in any way for (I) any failure of Structures or improvements to comply with requirements of this Declaration, although a certificate of compliance has been issued; (ii) any defect in any plans and specifications submitted, revised, or approved in accordance with the foregoing provisions; or (iii) any structural or other defects in any work done according to such plans and specifications, and all persons submitting any such plans and specifications, and all persons relying thereon, agree not to sue or claim against the entities and persons referred to in this Section (I) for any cause arising out of the matters referred to in this Section (I) and further agree to and do hereby release said entities and persons for any and every such cause,

(j) DURATION. The rights of the Developer as to the Architectural Review Committee shall terminate upon the earlier of: the date that the Developer has sold the last Tract they own within the Subdivision and Property; or the resignation or inability of Joe McCormick, Bill Alldredge and Jim Moncus to perform on the ARC. After the Developer's involvement with the ARC has ended, the Committee shall be comprised of at least three (3) people who are fee simple Tract owners and are designated by a majority vote of the fee simple Tract Owners. Inactivity of the ARC shall not be deemed a waiver of the rights of the ARC.

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## ARTICLE V THE ROADS

There is one road in the Property from County Road 104 called Bridlewood Drive as shown and described on the Survey. There are several other named roads established by the Developer. The Roads provide ingress, egress and utilities to all Tracts except Tract "A" is accessed by the sixty (60) foot easement for ingress, egress, utilities and drainage as shown on the Survey. The Roads are private roads.

(a) GRANTS, RESERVATIONS AND CONDITIONS RELATIVE TO THE Bridlewood Drive. Developer hereby establishes, reserves and grants, bargains, sells and conveys;

(i) A non exclusive, perpetual easement, sixty (60) feet or fifty (50) feet in width, as shown on the Survey of Bridlewood Farms, running with the land for vehicular, pedestrian and horse back riding, ingress and egress and for utilities and drainage over, across, above and under (as necessary) Bridlewood Drive and other named Roads to all Lots and Tracts and the Owners thereof and their heirs, invitees, successors and assigns,

(ii) To the Service Providers and the utility companies, a non exclusive easement for ingress and egress along the roads as established by the Developer for the purpose of providing services and utilities to all Lots and Tracts. TO HAVE AND TO HOLD TO THE HEREIN ABOVE GRANTEES, THEIR HEIRS, SUCCESSORS AND ASSIGNS FOREVER.

(b) MAINTENANCE. After the Developer Road Maintenance (as herein after defined) has expired, Bridlewood Drive and other named roads and the gate thereon shall be equally maintained by the Owners of all Tracts through the Association. The Owner of each Tract shall pay a percentage of such maintenance expense based on a fraction wherein the numerator is one (1) and the denominator is the aggregate number of Tracts within the Property.

(c) DEVELOPER MAINTENANCE PERIOD. The Developer's responsibility with respect to the Roads and gate located thereon is limited to the following:

(i) The Developer, at its expense, shall install a gate and entrance monument within the right of way of Bridlewood Drive near the entrance of Bridlewood Drive to County Road 104. The construction and composition of the gate and entrance monument shall be in the sole discretion of the Developer. After having constructed such gate and entrance monument, the Developer shall have no further responsibility with respect thereto.

(ii) The Developer shall perform the following improvements on the roads (the

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Developer Improvements): Bridlewood Drive shall have an improved surface 16 feet in width. There are two established roads in a northerly direction from Bridlewood Drive, the first (Bridlewood Lane) which ends at Tracts 12 and 13 and a second (Bridlewood Spur) which ends at Tracts 8 and 15. There is also an established road crossing the Dam from Bridlewood Lane and ending at Tract 14 (Bridlewood Place). There is also a single established road in a Southerly direction from Bridlewood Drive (Bridlewood Trail), which ends at Tract 19. These extensions from or off Bridlewood Drive and Bridlewood Lane shall have an improved surface of 12 feet in width.

(d) INDIVIDUAL REPAIR. Notwithstanding any of the provisions of this Article V relating to Road Maintenance, any Owner of a Tract (their guests, contractors, agents or invitees) that cause(s) extraordinary damage to the Road shall be responsible to immediately repair such damage. Such Owner shall be referred to herein as the Offending Owner. Any damage not repaired by the Offending Owner may be repaired by the Association or the other Owners (after 10 days written notice to the Offending Owner) and the cost of such repair shall be charged to the Offending Owner which charge shall be subject to the provisions of Article VII, Paragraph (o) of these covenants. The Roads are designed for light residential traffic and care must be taken during construction by the Owners to not damage the Road by large trucks, or equipment.

## **ARTICLE VI HUNTING AND FIREARMS**

Hunting on all Bridlewood Farms Tracts shall be permitted under the following conditions: Shotgun, Bow and Arrow and .22 Caliber firearm hunting shall be allowed. There shall be no high powered firearm hunting. Handguns may be used for incidental target practice and security. Any use of weapons must be reasonable and not so used as to cause a nuisance, damage or danger to residents, other Bridlewood Property Owners, pets or farm animals.

## **ARTICLE VII Miscellaneous**

(a) No dog kennels for commercial purposes will be allowed. No swine or noxious animals will be allowed and generally no commercial animal activities which affect other property owners or Bridlewood Property will be permitted. Generally no more than one (1) animal per acre owned, where referring to common horses and cattle will be permitted, but may be varied by the nature and habit of the animals when so approved by the Developer and/or the Owners Association. Consideration to the available pasture areas for common horses and cattle and similar animals shall be made.

(b) No obnoxious or offensive odors or activity shall be carried on upon any Tract, nor shall anything be done thereon which may be or may become an annoyance or

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nuisance to the Property, the other Tracts or Tract Owners, or the streams or lakes.

Without limiting the generality of the foregoing, it is the intent of the Developer and these covenants to restrict the use of the Property and any Tract therein which will detract from a high quality residential estate subdivision.

(c) Accordingly, no commercial vehicle or any inoperable motor vehicle shall be allowed to remain on the Property, where it may be seen from any road or residence within Bridlewood Farms.

(d) No Tract shall be used as a dumping ground for rubbish, trash, garbage or other waste and such shall not be kept except in sanitary containers. Each Tract shall be maintained in a neat and orderly fashion at least to the extent of visibility from the Roads, which includes the yard and any pastures.

(e) No satellite dishes larger than 18", microwave dishes or television or radio antennas shall be placed on any Tract unless approved in writing by the ARC, but in no event shall large satellite, microwave dishes or televisions or radio antennas be visible from the Roads or the Lakes.

(f) Limited portions of Tracts may be cultivated for crops or fruit and gardens of a reasonable size and location, which shall not detract from the overall beauty of the property.. Pasture areas will not be used for crops or row cropping. No signs or banners of any kind shall be displayed to the public view on any Tract. During construction, all Builders must keep the homes, garages, and building site clean. All building debris, stumps, trees, etc., must be removed from each building site by the Builder as often as necessary to keep the Tract attractive. Such debris will not be dumped in any area of the Property. Best management practices shall be implemented and observed during all construction on any Tract. Tract owners are responsible for adhering to regulations required by the Alabama Department of Environmental Management (ADEM) during any construction on a Tract. If a Tract Owner is notified of an ADEM violation they shall have 15 days after notice to correct any cited problems. If such Tract Owner does not correct the problems , the Association may correct the problems and assess the costs to the Tract Owner and use any other remedies to collect expenditures.

(g) No Tract shall be sold or used for the purpose of extending any public or private road, street, or alley, for the purpose of opening any road, street, or alley, except by the prior written consent of the ARC. All mailboxes shall be of a standard design and type as determined by the ARC.

(h) No tract or property owner shall install or maintain any unsightly equipment, appliance or apparatus such as trash bins or receptacle, propane or other gas tanks within view of any roads within Bridlewood Farms.

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(i) Perimeter Tract Owners shall make every reasonable effort to limit and restrict access to Bridlewood Farms through or across their perimeter tracts (except to their own tract). In the event of repeated violations and trespasses, the ARC may require fences, gates, barriers or other devices be installed and maintained by perimeter tract owners.

(j) No tract or parcel of the property may be re-subdivided to contain less than the initial tract sizes during the first forty-eight (48) months after the recording of these Restrictive Covenants. After the first forty-eight (48) months of the recording of these Protective Covenants and upon application to the Architectural Review Committee (ARC) by the Tract Owner(s) with a proposed subdivision showing all proposed dimensions and entrances and driveways, the ARC shall consider the proposed subdivision. If in the sole discretion of the ARC the application and proposed layouts are complete, the ARC shall submit the proposal to the members of the Bridlewood Farms Owners Association for consideration. Subdivision of the initial tracts or parcels shall require the express, written consent of three-fourths (3/4) of the tract owners, and the appropriate governmental agency, if applicable.

Notwithstanding the foregoing, the Developer expressly reserves the right to subdivide the real property described on Exhibit "A" attached hereto and incorporated herein by reference, which shall become "tracts" for all purposes under this Declaration.

(k) GRANTEE'S ACCEPTANCE. The grantee of any Tract subject to the coverage of this Declaration, by acceptance of the deed or other instrument conveying an interest in or title to, or the execution of a contract for the purpose thereof, whether from Owner or a subsequent Owner of such Tract, shall accept such deed or other contract upon and subject to each and all of these restrictions herein contained and other easements, restrictions and reservations of record.

(l) INDEMNITY FOR DAMAGES. Each and every Tract Owner and future Tract Owner, in accepting a deed or contract for any Tract subject to the Declaration, agrees to indemnify the Developer for any reasonable direct damage (but not consequential damages) caused by such Owner, or the contractor, agent, or employees of such Owner, to the Roads or the gate, or other improvements on the property.

(m) SEVERABILITY. Every one of the provisions and restrictions is hereby declared to be independent of, and severable from the rest of the provisions and restrictions and of and from every other one of the provisions and restrictions and of and from every combination of the provisions and restrictions.

(n) EFFECTS OF VIOLATION ON MORTGAGE LIEN. No violation of any of this Declaration shall defeat or render invalid the lien of any mortgage made in good faith and for value upon any portion of the Property, and Tract therein; provided, however, that any

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mortgagee in actual possession, or any purchaser at any foreclosure sale shall be bound by and subject to this Declaration as fully as any other Owner of any portion of the Property, any Tract therein.

(o) NO REVERTER. No restriction herein is intended to be, or shall be construed as a condition subsequent or as creating a possibility of reverter.

(p) DURATION AND AMENDMENT. The restrictions contained in this Declaration shall run with and bind the Property and, shall inure to the benefit of and shall be enforceable by the Developer, the ARC, and the Owner of any Tract included in the Property, their respective legal representatives, heirs, successors and assigns until the 31st day of December, 2025, after which time said restrictions shall be automatically extended for successive periods for ten (10) years. The termination aspects set forth herein do not apply to the Roads or the maintenance thereof. This Declaration may not be amended in any respect except by the execution of an instrument shall be signed by two-thirds (2/3) of the Tract Owners, which instrument shall be filed for recording among the Land Records of the County in which the property lies in Alabama, or in such other place of recording as may be appropriated at the time of the execution of such instrument. After December 31, 2025, this Declaration may be amended and or terminated in its entirety by an instrument signed by not less than two-thirds (2/3) of the Tract Owners, which instrument shall be filed for recording among the Land Records of the county in which the property lies in Alabama, or in such other places of recording as may be appropriate at the time of the execution of such instrument.

(q) ENFORCEMENT. In the event of a violation or breach of any of these restrictions or any amendments thereto by any Owner of a Tract, or employee, agent, or lessee of such Owner, the Owner(s) of Tract(s), Developer, their successors and assigns, or any party to whose benefit these restrictions inure shall have the right to proceed at law or in equity to compel compliance with the terms and conditions hereof, to prevent the violation or breach of said restrictions, to sue for and recover damages for any amounts required to be paid hereunder, or take all such courses of action at the same time, or such legal remedy deemed appropriate. No delay or failure on the part of an aggrieved party to initiate and available remedy set forth herein shall be held to be a waiver of that party or of any other party to assert any right available to him upon the recurrence of continuation of said violation or the occurrence of different violations. Damages shall not be deemed adequate compensation for any breach or violation of any provision hereof, but any person or entity entitled to enforce any provision hereof shall be entitled specifically to relief by way of injunction as well as any other available relief either at law or in equity. Any party to proceeding who succeeds in enforcing a restriction or enjoining the violation of a restriction against a Tract Owner shall be awarded as reasonable attorney's fee against such Tract Owner, and shall have the right to place recorded lien on any Tract for purpose of securing the payment of any amounts owing by a Tract Owner under this Declaration and such lien may be enforced in the same manner as foreclosure of a mortgage under the

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law of the State of Alabama,

(r) NO WAIVER. The failure of any party entitled to enforce any of these restrictions herein contained shall in no event be considered a waiver of the right to do so thereafter, as to the same violation or breach or as to such violation or breach occurring prior or subsequent thereto; provided, however, that approval of plans pursuant to Article IV shall be binding on any and all parties as a conclusive determination that such plans are in conformity with these restrictions.

(s) All Tract Owners shall maintain their Tract and the improvements thereon in a neat and orderly fashion.

(t) MODIFICATION OF THESE COVENANTS BY DEVELOPER. Notwithstanding anything to the contrary contained herein, the Developer reserves the right to unilaterally modify these covenants with respect to any Tract owned by Developer at any time without the necessity of obtaining approval from any Tract Owner or Tract Mortgagee. Any such modification shall only apply to Developer Owned Property or Tract(s).

(u) PROPERTY SOLD AS IS WHERE IS. By accepting a Deed or Mortgage to a Tract, such Owner and/or Mortgagee acknowledges that the Developer has no further responsibility with respect to the Property or the Road or improvements located thereon, it being expressly understood that all Tracts and any improvements including the Roads and gate are sold AS IS/WHERE IS.

(v) ARBITRATION. Any controversy or claim between a Tract Owner and the Developer, which may properly be submitted to arbitration, shall be settled under common law arbitration by arbitration in accordance with the rules of the American Arbitration Association, and judgment on the award rendered by the arbitrators may be entered in any court having jurisdiction thereof. Each party to such claim or controversy shall appoint one person as an arbitrator to hear and determine the dispute and if they shall be unable to agree, then the two arbitrator whose decision shall be final and conclusive upon the parties hereto. The expenses of such arbitration shall be borne by the losing party or is such proportion as the arbitrators shall decide. The successful party shall recover as expenses and costs all reasonable attorney's fees incurred by him in connection with the arbitration proceeding or any appeals therefrom. In the event any such controversy or claim is not properlymissible to arbitration, the Tract Owner having such claim or controversy with the Developer, irrevocably waives all right to trial by jury in any court in any such action.

(w) NOTICES. Any notice to be given under these covenants shall be in writing and be sent by certified mail, return receipt requested and shall be effective if given to the Tract Owner to whom such notice is directed at either; 1. The address provided by such Tract Owner to the other; or 2. At the address maintained by the Tax Collector of the appropriate County, Alabama for such Tract Owner (herein the "Authorized Address") . Mailing,

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postage prepaid, by certified mail, to the Authorized Address shall conclusively mean receipt by the Tract Owner to whom such notice is intended. In the event such notice is for repair or maintenance on a Road or for the gate, the failure of any Tract Owner to respond to any such notice within thirty (30) days of the date of such notice shall be conclusively deemed an Affirmative Vote by such non responding Tract Owner to the proposed maintenance or repairs.

(x) Bridlewood Farms Owner's Association, Inc., (the "Association"). By accepting a deed to a Tract, as an appurtenance to such Tract, an Owner shall become a member of the Bridlewood Farms Owner's Association, Inc. and be subject to the Articles of Incorporation and By-Laws of such Association as they exist and are from time to time amended.

(y) Lakes: (i) Bridlewood Farms has three proposed lakes (ponds) as shown on the survey of Bridlewood Farms. Two of the lakes or ponds are private and encompassed wholly within the tracts to which they are shown on the survey and are the private property of the tract owners of which they are a part.

The third lake lies partially within tracts #7, #12, #13 and #14 and the tract ownership is unaffected by the lake. These tract owners shall have access to the lake through their respective adjoining properties. This lake is also a private lake and there shall be no access to this lake through the adjoining roads except for those tract owners described above owning property adjoining the lake.

(ii) Those tract owners adjoining the lake may have unrestricted use of the lake surface for lake activities.

(iii) The tract owners adjoining the lake shall jointly maintain the lake as may be necessary and desirable to keep the lake in good order and free and clean from debris and unsightly material and healthy and conducive to aquatic life.

(iv) The lakes within Bridlewood Farms shall be used only for the benefit of the property owners having access to the lakes. Tract owners may allow guests and invitees to use the lake for permissible uses and activities provided the tract owners are present and are responsible for the activities of the guests and invitees.

(v) There shall be no modification of the lakes without the joint and mutual agreement of all the tract owners having access and benefit of the lake.

(vi) Any proposed building on the lake, including, piers, boat docks or other similar structures shall be approved in advance and in writing by seventy-five (75) percent of the tract owners having access and benefit of the lake.

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(z) All property owners within Bridlewood Farms shall exercise due care in usage and maintenance of their properties and shall comply with any and all governmental regulations, rules and codes as well as good management practices relating to use of properties. These good management practices shall include but not limited to careful and limited use of pesticides, herbicides and other toxic and/or hazardous materials so as to not damage and/or injury to the properties, lakes, streams and ground waters.

IN WITNESS WHEREOF, the undersigned, as the Developer and Property Owners of the Property, has caused this Declaration to be executed as of the 6th day of January, 2006.

BRIDLEWOOD FARMS, L.L.C.

By: Joseph P. Mc Cormick  
AMH INVESTMENT CORP.  
Its: Member

By: Jim R. Hunter  
J-MAR Properties  
Its: Member

STATE OF ALABAMA )  
JEFFERSON COUNTY)

I, the undersigned, a Notary Public, in and for said County in said State, hereby certify that AMH Investment Corp and J-Mar Properties as Members of Bridlewood Farms, LLC, whose names are signed to the foregoing instrument, and who are known to me, acknowledged before me on this day that, being informed of the contents of this instrument, they, in their capacity as such members, executed the same voluntarily, for and as the act of said limited liability company.

Given under my hand and official seal this 6TH day of January, 2006.

Sheryl Early  
Notary Public  
My Commission expires: 09/30/2008

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# EXHIBIT "A"

State of Alabama  
Bibb, Chilton and Shelby County (Perimeter description)

I the undersigned licensed land surveyor in and for the State of Alabama hereby state this to be a true and correct map of my boundary retrace survey of the 428.87 acre parcel of land shown hereon and being more particularly described as follows.

Description to-wit:

From a 3/4" pipe accepted as the N.E. corner of Section 20, T24N-R12E, run thence West along the accepted North boundary of the NE1/4 of said Section 20 for a distance of 482.70 feet to a 1/2" rebar, being the point of beginning of herein described parcel of land; thence continue along said course for a distance of 2148.36 feet to a 1/2" rebar on the Easterly boundary of Randolph Road (80' R.O.W.), said point being 63.09 feet East of a 5/8" rebar accepted as the N.W. corner of the NE1/4 of Section 20, T24N-R12E; thence turn 65°32'54" left and run 202.85 feet along said road boundary to a 1/2" rebar at the P.C. of a curve concave left, having a delta angle of 05°25'58" and tangents of 98.10 feet; thence turn 02°42'59" left and run a chord distance of 195.98 feet to a 1/2" rebar at the P.T.; thence turn 02°42'59" left and run 152.12 feet along said road boundary to a 1/2" rebar at the P.C. of a curve concave left, having a delta angle of 13°10'12" and tangents of 45.38 feet; thence turn 06°35'06" left and run a chord distance of 90.17 feet to a 1/2" rebar at the P.T.; thence turn 06°35'06" left and run 214.50 feet along said road boundary to a 1/2" rebar at the P.C. of a curve concave right, having a delta angle of 16°23'03" and tangents of 105.76 feet; thence turn 08°11'31" right and run a chord distance of 209.36 feet to a 1/2" rebar at the P.T.; thence turn 08°11'31" right and run 56.53 feet along said road boundary to a 1/2" rebar at the P.C. of a curve concave left, having a delta angle of 05°12'45" and tangents of 48.18 feet; thence turn 02°36'23" left and run a chord distance of 96.26 feet to a 1/2" rebar at the P.T.; thence turn 02°36'23" left and run 527.95 feet along said road boundary to a 1/2" rebar at the P.C. of a curve concave right, having a delta angle of 16°49'09" and tangents of 80.91 feet; thence turn 08°24'35" right and run a chord distance of 160.09 feet to a 1/2" rebar at the P.T.; thence turn 08°24'35" right and run 220.90 feet along said road boundary to a 1/2" rebar at the P.C. of a curve concave right, having a delta angle of 14°54'21" and tangents of 35.23 feet; thence turn 07°27'10" right and run a chord distance of 69.87 feet to a 1/2" rebar at the P.T.; thence turn 07°27'10" right and run 50.25 feet along said road boundary to a 1/2" rebar at the P.C. of a curve concave left, having a delta angle of 14°31'02" and tangents of 44.91 feet; thence turn 07°15'31" left and run a chord distance of 89.09 feet to a 1/2" rebar at the P.T.; thence turn 07°15'31" left and run 487.32 feet along said road boundary to a 1/2" rebar at the P.C. of a curve concave right, having a delta angle of 06°42'41" and tangents of 67.70 feet; thence turn 03°21'23" right and run a chord distance of 135.16 feet to a 1/2" rebar at the P.T.; said point being on the accepted North boundary of the NE1/4-SW1/4 of Section 20, T24N-R12E; thence turn 52°19'38" right and run 26.69 feet along the accepted North boundary of said NE1/4-SW1/4 to a 1/2" rebar on the Easterly boundary of Randolph Road (40' R.O.W.), said point being 38.81 feet East of a 1/2" rebar; thence turn 05°12'07" left and run a chord distance of 102.97 feet to a 1/2" rebar at the P.T.; thence turn 02°36'04" right and run 54.81 feet along said road boundary to a 1/2" rebar at the P.C. of a curve concave left, having a delta angle of 12°19'05" and tangents of 22.84 feet; thence turn 06°09'32" left and run a chord distance of 45.42 feet to a 1/2" rebar at the P.T.; thence turn 06°09'32" left and run 87.20 feet along said road boundary to a 1/2" rebar at the P.C. of a curve concave left, having a delta angle of 12°39'00" and tangents of 47.78 feet; thence turn 06°19'30" left and run a chord distance of 94.98 feet to a 1/2" rebar at the P.T.; thence turn 06°19'30" left and run 171.10 feet along said road boundary to a 1/2" rebar at the P.C. of a curve concave right, having a delta angle of 13°26'29" and tangents of 52.36 feet; thence turn 06°43'14" right and run a chord distance of 103.99 feet to a 1/2" rebar at the P.T.; thence turn 06°43'14" right and run 267.27 feet along said road boundary to a 1/2" rebar; thence turn 99°58'23" right and run 12.74 feet along said road boundary to a 1/2" rebar; thence turn 96°35'40" left and run 150.71 feet along an accepted property line to a 1/2" rebar; thence turn 06°01'23" right and run 905.13 feet along an accepted property line to a 1/2" rebar; thence turn 00°02'06" right and run 293.73 feet along an accepted property line to a 1/2" rebar; thence turn 21°32'06" left and run 33.66 feet along an accepted property line to a 1.5" pipe on the bank of Mahan Creek; thence continue along said course for a distance of 15.97 feet to a point in the center of Mahan Creek; thence turn 87°58'31" left and run 47.77 feet along said creek centerline and the following courses; 23°06'37" right for 248.52 feet; 10°11'13" left for 110.42 feet; 32°04'00" left for 108.71 feet; 19°33'13" left for 294.22 feet; 03°42'20" right for 149.59 feet; 24°40'20" left for 136.25 feet; 05°23'24" right for 183.44 feet; 03°53'59" right for 138.85 feet; 13°27'23" right for 185.06 feet; 21°05'03" right for 125.68 feet; 13°02'03" right for 109.00 feet; 33°20'42" right for 162.50 feet; 41°16'40" left for 117.00 feet; 28°22'38" left for 150.12 feet; 19°24'43" right for 140.67 feet; 12°27'07" right for 70.67 feet; 40°21'36" right for 106.72 feet; 23°06'06" right for 113.04 feet; 04°21'22" right for 261.37 feet; 09°28'58" right for 296.93 feet; 10°37'42" right for 461.70 feet; 00°31'34" left for 223.78 feet; 06°44'44" right for 405.96 feet; thence turn 19°32'33" left and run 264.88 feet along said creek centerline to a point on an accepted segment of the South boundary of the NE1/4-NW1/4 of Section 29, T24N-R12E; thence turn 89°49'20" left and run 45.55 feet to a 1/2" rebar; thence continue along said course for a distance of 693.42 feet to a 2" pipe accepted as the S.E. corner of the NE1/4-NW1/4 of said Section 29; thence turn 91°53'49" left and run 1376.54 feet along the accepted East boundary of said NE1/4-NW1/4 to a 2" pipe accepted as the S.W. corner of the SW1/4-SE1/4 of Section 20, T24N-R12E; thence turn 89°46'00" right and run 1302.16 feet along the accepted South boundary of said SW1/4-SE1/4 to a 5/8" rebar accepted as the S.E. corner of said SW1/4-SE1/4; thence turn 90°09'41" left and run 1251.67 feet along an accepted segment of the East boundary of said SW1/4-SE1/4 to a 1/2" rebar; thence turn 85°41'49" right and run 1098.16 feet along an accepted property line to a 1/2" rebar; thence turn 86°36'46" left and run 665.47 feet to a 1/2" rebar; thence turn 90°09'15" right and run 250.00 feet to a 1/2" rebar on the accepted East boundary of the NE1/4-SE1/4 of Section 20, T24N-R12E; thence turn 90°09'15" left and run 690.90 feet along the accepted East boundary of said NE1/4-SE1/4 to a 4"x4" concrete monument accepted as the S.W. corner of the SW1/4-NW1/4 of Section 21, T24N-R12E; thence turn 90°11'23" right and run 1307.64 feet along the accepted South boundary of said SW1/4-NW1/4 to a 4"x4" concrete monument accepted as the S.E. corner of said SW1/4-NW1/4; thence turn 89°39'54" left and run 1250.24 feet along the accepted East boundary of said SW1/4-NW1/4 to a 5/8" rebar on the Southerly boundary of Freeman Road (60' R.O.W.); thence turn 88°01'34" left and run 745.21 feet to a 5/8" rebar; thence turn 44°19'51" left and run 457.59 feet along an accepted property line to a 5/8" rebar; thence turn 31°10'39" right and run 239.82 feet along an accepted property line to a 5/8" rebar on the East boundary of the SE1/4-NE1/4 of Section 20, T24N-R12E, said point being 400.62 feet South of a 1/2" pipe accepted as the N.E. corner of said SE1/4-NE1/4; thence turn 79°28'18" left and run 25.00 feet along the accepted East boundary of said SE1/4-NE1/4 to a 1/2" rebar in the center of a 50' non-exclusive easement for ingress and egress; thence turn 89°25'20" right and run 367.02 feet along said easement centerline to a 1/2" rebar; thence turn 50°57'06" right and run 240.54 feet along said easement centerline to a 1/2" rebar; thence turn 26°38'36" right and run 437.11 feet along said easement centerline to a 1/2" rebar; thence turn 15°32'19" left and run 186.55 feet along said easement centerline to a 1/2" rebar; thence turn 44°04'35" right and run 958.81 feet to the point of beginning of herein described parcel of land, containing 428.87 acres, situated in the NE1/4 and the E1/2-NW1/4 and the E1/2-SW1/4 and the SE1/4 of Section 20, T24N-R12E and the SW1/4-NW1/4 of Section 21, T24N-R12E and the NE1/4-NW1/4 of Section 29, T24N-R12E, Bibb, Chilton and Shelby County, Alabama, subject to rights-of-way and easements of record.

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Shelby Cnty Judge of Probate, AL  
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