

DECLARATION OF PROTECTIVE COVENANTS
FOR BRIDGEWATER PARK SUBDIVISION
AS RECORDED IN MAP BOOK PAGE
IN THE PROBATE OFFICE OF JEFFERSON COUNTY, ALABAMA
AND AS RECORDED IN MAP BOOK PAGE
IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA

STATE OF ALABAMA)
COUNTY OF JEFFERSON)
COUNTY OF SHELBY)

KNOW ALL MEN BY THESE PRESENTS, That:

WHEREAS. the undersigned, The Sproul Company of Alabama, Inc., (the "Declarant"), is the owner of all of the following described property:

Bridgewater Park, as recorded in Map
Book Page , Jefferson County, Alabama, and
Map Book 3 Page 11 , Shelby County, Alabama, *Instrument #* 20010927000419*

WHEREAS, the undersigned desires to subject said property and each lot located in said survey to the conditions, limitations, and restrictions hereinafter set forth. ** #20010927000419271*

NOW, THEREFORE, the undersigned does hereby expressly adopt the following protective covenants, conditions, and limitations for said subdivision to-wit:

That said property and each lot located in said subdivision shall be subject to the following conditions, limitations, and restrictions.

I. EXCLUSIVE RESIDENTIAL USE AND IMPROVEMENTS

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

2. 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 stories, and with private garage for not less than two cars.

3. Rights Reserved by Declarant. Any provisions herein to the contrary notwithstanding, Declarant shall have the right to construct, install and maintain on any lot owned by the Declarant a temporary sales and construction structure on any one or more lots within the property. Nothing in this instrument shall be interpreted to prevent Declarant from displaying "for sale" signs and conducting such other activities on or about any portion of the property owned by Declarant as are reasonably necessary to promote and facilitate the sale of lots within the property by Declarant and to enable Declarant to complete the construction of dwellings and other permitted improvements upon any said lots, including, but not limited to, the right of Declarant to use any lot owned by Declarant, for the storage of construction materials, equipment and debris.

4. No building shall be located on any lot except as approved by the Architectural Control Committee (ACC). For the purpose of this covenant, eaves, steps and open decks or terraces shall not be considered as a part of a building, provided, however, that this shall not be construed to permit any portion of a building, on a lot, to encroach upon another lot.

5. Each main structure of a residential building, exclusive of open porches, garages and basements shall meet the following size restrictions: Houses shall be two story and a minimum of 1,800 square feet of heated area; with a minimum of 1,200 square feet on the first floor.

6. No lot, once subdivided and recorded by the undersigned or their assigns, shall be further subdivided.

7. No aluminum siding shall be permitted to be installed on the exterior of any structure or residential building constructed on the lot.

8. No satellite microwave dishes or television or radio antennas shall be placed on any lot in the subdivision unless approved in writing by the ACC, but in no event shall satellite microwave dishes or television or radio antennas be mounted on the front of the home or on the exterior in such a way as to be visible from the street. Satellite dishes will be allowed if they do not exceed 18" in diameter. Placement of satellite dish must be approved by the ACC.

9. Wherever any curbs or gutters must be removed, such removal shall be done in a manner (sawed or cut) to enable replacement to be in keeping with the balance of the curbs and gutters.

10. No lot shall be cultivated for crops of any sort, except for a kitchen garden of reasonable size, which must be located in the rear of any dwelling.

11. Land contiguous to the rear lot lines of Lots 1-14 and 27-39 is area reserved by Declarant for nature preserves and parks. This land includes the embankment backslopes, vegetated with grass and trees, the unimproved natural areas along the waterways (Cahaba River and Patton Creek), and the areas improved with walking paths, picnic areas, park equipment. Fill, excavations, encroachments, new construction of improvements, are prohibited without express written approval of the Declarant.

12. The land behind Lots 1-14 and 27-39 shall be considered 'common area' and maintained as such, including, but not limited to:

- a. Wear and tear of paths and park equipment.
- b. Water damage which may occur to the paths, park equipment, vegetated backslopes, and reinforced structural fills, as a result of heavy rains and floods.

13. Natural unimproved land and vegetation behind Lots 1-14 and 27-39 shall not be disturbed without express written approval of Declarant.

14. The waterways are under the jurisdiction of the Alabama Department of Environmental Management and the Army Corps of Engineers. Use of these waterways should be approved by these agencies and the City of Hoover, Alabama.

15. The waterways and some of the contiguous land are designated 'floodway' by the Federal Emergency Management Agency (FEMA). Any alteration thereof must conform to FEMA regulations, as well as local ordinances.

II. BRIDGEWATER PARK HOMEOWNERS' ASSOCIATION

1. Every owner of a lot in the Development is subject to assessment and shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any lot which is subject to assessment and subject to the provisions of the Protective Covenants.

2. The Association shall have one (1) class of voting membership. The members shall be owners and shall be entitled to one (1) vote for each lot owned. When more than one (1) person holds an interest in any lot, all such persons shall be members. The vote for such lot shall be exercised as they determine, but in no event shall more than one (1) vote be cast with respect to any lot.

(a) There will be an initial annual assessment of \$780 to be paid for the maintenance of the entrance way, landscaping and any other deemed common area maintenance within the subdivision. \$120 of this shall be set aside annually and deposited into an interest bearing fund maintained solely for the maintenance of the common areas behind Lots 1-14 and 27-39, as described in Article I-11,12. Disbursements from this fund shall be made as approved by the Homeowners Association. The annual assessment of \$780 shall be made payable to The Sproul Company of Alabama, Inc., and due on the anniversary date of each year thereafter until the Homeowners Association assumes responsibility.

(b) The purchaser of the last house will be notified in writing within ten (10) days of the last house closing that an assessment of \$780 will be due and payable to the Bridgewater Park Homeowners' Association and placed in an escrow account. The certification of the last house closing shall state that the

ACC, maintenance of the entrance, landscaping, and any other deemed common area in the subdivision will be the sole responsibility of the Bridgewater Park Homeowners' Association. Declarant will appoint an Acting President who will convene the Association for its first meeting.

3. Maintenance of Common Areas. There are certain areas within the confines or immediately adjacent to the Property (i.e.: rights of way, etc.) that are defined as "Common Areas," and shall require the collective maintenance efforts of all the home owners. These areas consist of the entrances and walls at Bridgewater Park Drive Road, (including landscaping, sprinkler systems, and lighting) and certain interior areas as deemed necessary to maintain by the Declarant. In addition, there will be certain operating expenses for the property common to all homeowners, such as insurance for the entrance walls, electric bills for the street lights and water bills for the sprinkler systems serving Common Areas. The Declarant shall manage the maintenance and operations of these Common Areas until Declarant deems necessary while involved in the building process, with each property owner in residence paying to the Declarant the approved fees for a year to defer these maintenance and operating costs. After that time, the Declarant shall not be obligated to maintain the Common Areas or any of the operating expenses. Each Lot Owner shall participate in the maintenance of such Common Areas in accordance with the provisions of this paragraph.

Each Lot Owner agrees to participate in formation of an Owner's Association, to be formed no later than date Declarant terminates his routine maintenance under this paragraph. Each Lot Owner shall pay 1/53 of the cost of forming the Owner's Association, including reasonable legal fees and recording cost incurred. The association shall have the sole responsibility for maintaining the Common Areas (and such responsibility shall be limited to maintenance of Common Areas described above) in whatever manner it deems appropriate, including but not limited to a pro-rata annual assessment against each Lot Owner for 1/53 of the amount of the actual and projected maintenance costs, but such power shall be limited to the actual and projected cost of maintaining the aforesaid Common Areas. Each Lot Owner agrees to pay the amount of such assessments as they are levied from time to time by the association within ten (10) days of the date of such assessment. The owners of each Lot shall be entitled to one (1) vote in the conduct of the association's affairs. The Declarant will provide assistance in the formation of the Home Owner's Association, but each Lot Owner recognizes and agrees that all costs associated with the formation of such Owner's Association shall be borne by the Lot Owners as described herein. It is understood that the Declarant shall be relieved of any and all responsibility for maintaining the Common Areas after all homes are closed or any date thereafter he so stipulates, regardless of any action or inaction on the part of any Lot Owners, and the Lot Owners shall maintain any Common Areas on and after that date. Each Lot Owner shall permit the Declarant, the Owners' Association or other third parties access across their lots as may be reasonably necessary or convenient to maintain the Common Areas.

4. The annual assessment during the time that Declarant operates the Owners' Association includes the mowing and edging of the front and side yards of each lot.

III. GENERAL REQUIREMENTS

1. It shall be the responsibility of each lot owner to prevent development or occurrence of any unclean, unsightly or unkept conditions of the buildings or grounds on lots which shall tend to decrease the beauty of the specific area of the neighborhood as a whole.

2. Maintenance Standards: All improvements on each lot and the yards and grounds must be kept and maintained in a good, neat, clean and orderly condition by the owners and occupants thereof. The obligations set forth herein shall include, but not limited to: the proper seeding, watering and mowing of all lawns, pruning and cutting of all trees and shrubbery, and painting and other appropriate external care of all structures, all in a manner and with such frequency as is consistent with good property management. The ACC shall have the

right to establish and amend from time to time certain standards to govern the condition and maintenance of improvements and lots as required pursuant to this paragraph.

3. No animals, livestock, or poultry of any kind shall be raised, bred or kept on any lot except dogs, cats or other household pets, and provided that they are not kept or bred or maintained for any commercial purposes. Household pets will be restricted to not more than two (2) per household and to backyards, houses, leashes, or within ACC approved fenced areas.

4. No noxious or offensive trade or activity shall be carried upon any lot nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

5. No oil drilling, oil development operation, oil refining, quarrying, or mining operations of any kind shall be permitted upon, or in any lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any lot.

6. No trash, garbage or other refuse shall be dumped, stored or accumulated on any lot or in any drainage area. Trash, garbage or other waste shall not be kept on any lot except in sanitary containers or garbage compactor units. Garbage containers, if any, shall be kept in a clean and sanitary condition, and shall be so placed or screened by shrubbery or other appropriate material approved in writing by the ACC, and not to be visible from any road or waterway within sight distance from the lot any time except during refuse collection. No outside burning of wood, leaves, trash, garbage or household refuse shall be permitted, except during the construction period.

7. Temporary Structures: No trailer, tent, shack, barn, servant houses, garage, or other outbuilding (portable or otherwise) shall be erected on any lot within the Property prior to the completion of a dwelling house or at any time thereafter.

8. 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 area formed by the street property lines and a line connecting them at points 25 feet from the intersection of the street lines or in the case of a rounded property corner, from the intersections of the street property lines extended. The same sight line limitations shall apply on any lot within 10 feet from the interaction 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 provided the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

9. There shall be no exposed concrete blocks on any dwelling located in the subdivision. All dwelling foundation and retaining walls shall be faced with brick or stone.

10. All exterior lighting will be prohibited unless approved by the ACC. Landscape uplights shall be acceptable.

11. Signage: Declarant may, in its discretion, adopt standards for all mailboxes, street and traffic signage, (so long as traffic signage complies with the minimum standards and requirements of Jefferson County or are otherwise approved by the building inspector of Jefferson County), directional and informational signage and for-sale, rental and all temporary or construction signage. In addition, all signage standards must be approved by the Declarants.

12. Garage doors must be kept closed at all times except when garage is in use as in ingress and egress.

13. Outside air conditioning units may not be located in the front yard but must be located only on the side or rear as required. No window or wall units will be allowed.

14. No plumbing or heating vent shall be placed on the front of house, but only the side or rear as required.

15. **Storage of Boats, Trailers and Other Vehicles:** Boats, boat trailers, pick-up campers, mini motor homes, buses, commercial vehicles, motor homes and trailers of any kind must be parked or stored only in an enclosed garage, and may not be parked on the street or in any open parking area. No disabled, unused or inoperable automobiles shall be permitted on any lot and no automotive repair shall be conducted on any lot, except for temporary repairs effected by authorized outside mechanics.

16. No clothes lines for the purpose of hanging clothes/laundry shall be installed, nor shall there be the hanging of clothes/laundry on any lot where the hanging of said clothes/laundry is visible from any street within the subdivision.

17. All dwellings shall have fully sodded front yards except that a nature area may be created by approval of the ACC. Rear and side yards may be seeded. With respect to a corner lot, that portion of the side lot facing the street must be sodded to the rear building line of the dwelling. Sufficient landscaping shall be done to control erosion.

18. No free-standing basketball goal may be placed closer to the street than the rear building line of the house.

19. **Parking Restrictions:** The flow of traffic across the interior roads which serve the lots located within the property shall not be blocked or impeded in any manner by any lot owner or by the guests or visitors thereof, whether by the improper parking of automobiles or otherwise. No lot owners or their guests or visitors shall park their automobiles in any manner which would block the driveways serving any of the other lots within the property. No curbside parking shall be permitted except for single event functions.

20. No tree larger than 3 inches in diameter shall be cut or removed from any lot unless approved in writing by the ACC, after a house is completed. This shall not apply to dead trees.

21. All pools must have ACC approval.

IV. ARCHITECTURAL CONTROL COMMITTEE AND PLAN APPROVAL

1. Declarant hereby establishes an Architectural Control Committee (the "ACC"). The ACC shall be initially composed of at least two (2) members each of whom shall be appointed by the Declarant. The membership of the ACC shall be controlled by the Declarant until Declarant deems necessary while involved in the building process. Until said time, any member of the ACC may be removed and replaced at the discretion of the Declarant. Subsequent to said time, the membership of the ACC shall be determined by the owners of the majority of the lots.

A majority of the ACC may designate a representative to act for it. In the event of the death or resignation of any member of the ACC, the remaining members shall have full authority to designate a successor. Neither the member of the ACC nor its designated representative, shall be entitled to any compensation for services performed pursuant to this covenant. Upon the (i) development of at least one hundred percent (100%) of the lots of the subdivision for single-family residential use by the construction thereon of a single-family residential dwelling in accordance with the terms hereof and (ii) occupancy of said dwelling units by individual owner/tenant occupants; the then record owners of a majority of the lots shall have the power through a duly recorded written instrument, to change the membership of the ACC, or to withdraw from the ACC or restore to it any of its powers and duties.

2. **Approval of Plans and Specifications:** No improvement, including, but not limited to, residential dwellings, fencing, garages, driveways, signs, mailboxes, lighting facilities, sidewalks, and landscaping, shall be constructed or altered on any lot until the architectural design and plans and specifications therefore, including, but not limited to, the color, size, location, construction materials and designs, have been submitted to and approved by the ACC. No trees or other vegetation shall be removed, or altered in any manner, nor shall dirt be moved or removed, nor shall the topography in any manner be altered with respect to any portion of the property without the prior written approval of the ACC. Upon the completion of the construction of any such improvements, the exterior of same may

not be altered, whether by change in color, size, or otherwise, until any such alteration has been approved by the ACC. Any request for approval pursuant to this paragraph shall be submitted to a representative designated by the ACC. Such request shall be in writing and shall include plans and specifications and such other information as the ACC might require, together with the name and address of the maker of the request and the legal description of the land affected by the request. The ACC shall, within thirty (30) days thereafter, meet to consider the request and give its response thereto. Any such request not approved or disapproved in writing by the ACC within 30 days after the submission of same to the ACC, shall be deemed approved. A request shall be deemed to have been made upon same being delivered in writing to the ACC's designated representative together with the information required under this paragraph. Any approval or disapproval by the ACC shall be deemed to have been delivered to the requesting party upon same having been either delivered in person to the requesting party or deposited in the United States mail addressed to the requesting party at the address given in the request.

The ACC's representative shall call a meeting of the ACC members to consider all requests made pursuant to this paragraph. Notice of the time and place of all such meetings shall be given to each ACC member at least two (2) days prior to date thereof. Such notices shall be deemed given and received upon delivery to the ACC member or upon same having been deposited in the United States mail and addressed to the office or home address of the ACC member.

All decisions of the ACC with respect to approvals or disapprovals under this paragraph shall be by the majority vote of those in attendance at a duly called ACC meeting, at which quorum (majority of the members) is present.

3. Any remodeling, reconstruction, alterations or additions to the interior of any existing residence shall not require the written approval of the ACC, but shall comply with all restrictions and covenants.

4. One set of prints of the drawings (herein referred to as "plans"), for each house or other structure proposed to be constructed on each lot shall be submitted for review and approval or disapproval by the ACC. Said plans should be delivered to the office of The Sproul Company of Alabama, Inc. located in the mobile office on Lot 1 at least ten (10) days prior to the beginning of construction.

5. Neither the ACC nor any architect or agent thereof nor the Declarant shall be responsible to check for any defects in any plans or specifications submitted, revised or approved in accordance with the foregoing provisions. It is specifically understood and agreed that any approval given by the ACC as provided herein shall not be deemed any warranty, either expressed or implied, or approval by the ACC of the structural integrity or soundness of any structure to be erected upon any lot in the subdivision.

6. The undersigned reserves for themselves, their successors and assigns the right to use, dedicate and/or convey to the State of Alabama, to Jefferson and/or Shelby County, and/or to the appropriate utility company or companies, rights-of-way or easements on, over, across, or under the ground to erect, maintain and use utilities, electric and telephone poles, wires, cables, conduits, storm sewers, sanitary sewers, water mains and other equipment, gas, sewer, water or other public conveniences or utilities on, in and over strip of land ten (10) feet in width along the rear property line of each lot, five (5) feet in width along each side line of each inside lot, ten feet in width along each outside side line of each corner lot, and ten (10) feet in width along the front property line.

7. 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 of 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.

8. The undersigned, and only the undersigned, may include in any contract or deed thereafter made, any additional covenants and restrictions that are not inconsistent with and which do not lower standards of the covenants and restrictions set forth herein.

9. The covenants and restrictions herein shall be deemed to be covenants running with the land. If any person shall violate any such restrictions or covenants, it shall be lawful for the undersigned, or person or persons owning

any lot in said subdivision: (a) to prosecute proceedings at law for the recovery of damages the person or persons so violating or attempting to violate any such covenant or restrictions, or (b) to 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; however, that the remedies contained in this paragraph shall be construed as cumulative of all other remedies now or hereafter provided by law.

10. The covenants and restrictions set forth herein are made for the mutual and reciprocal benefit of each lot within the herein described subdivision and are intended to create: (1) mutual, equitable servitude upon each lot within such subdivision, (2) reciprocal rights between and among the respective owners and future owners of each lot within such subdivisions; and (3) a privity of contract and estate between the grantees of any and all lots within such subdivision, their respective heirs, executors, administrators, and successors and assigns.

11. Quality Construction Standards. Any residential dwelling constructed upon any lot shall be subject to certain minimum construction quality standards, which shall be in accordance with the latest set of standard specifications prepared for the subdivision and issued by Declarant. Some, but not all, of these minimum standards include the following:

(a) All windows shall be wooden and approved by the ACC. Superior alternates to wood, such as special clad windows, may be submitted to the ACC for approval.

(b) All driveways must be of concrete construction or pavers approved by the ACC.

(c) The color and brand of the roof must be same as originally built or equivalent.

(d) Each residential dwelling shall include decorative front light fixtures.

(e) Any metal chimneys must be encased in masonite siding or brick. Said encasement shall extend to the ground level for all chimneys located on the front of the dwelling.

(f) No solar collecting system or television dish may be installed on the roof or on the lot unless same has been approved in writing by the ACC.

(g) No built-up roofs shall be allowed.

(h) No exposed block shall be allowed around the foundation or any place on the exterior of any residential dwelling.

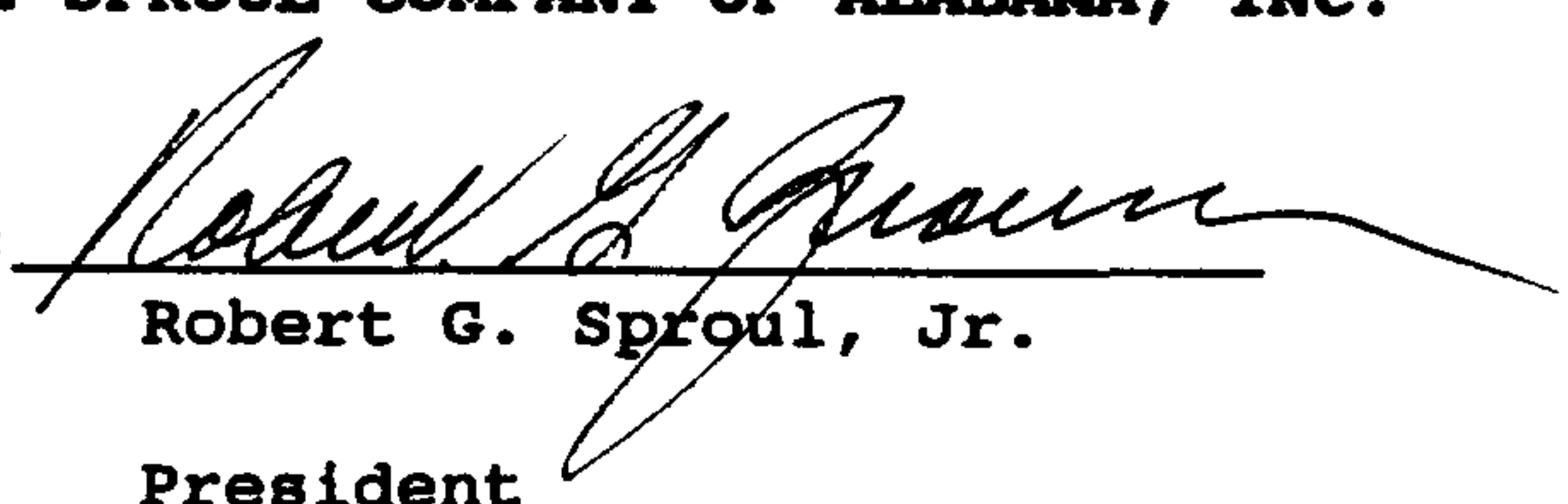
(i) No chain link fences shall be allowed. Fences shall be 4' to 6' double sided wooden structures as approved by the ACC and standardized throughout the development.

12. Prohibited Construction. No construction on any lot shall be permitted or commenced until such times as all sewer impact fees and connection cost shall have been paid to Jefferson County Environmental Services by the Lot Owner or Declarant.

These covenants and restrictions may be altered only with the consent of a majority of Lot Owners and agreement of the Declarant.

IN WITNESS WHEREOF, the said Declarant and Lot Owners have executed this instrument, on the _____ day of _____, 20__

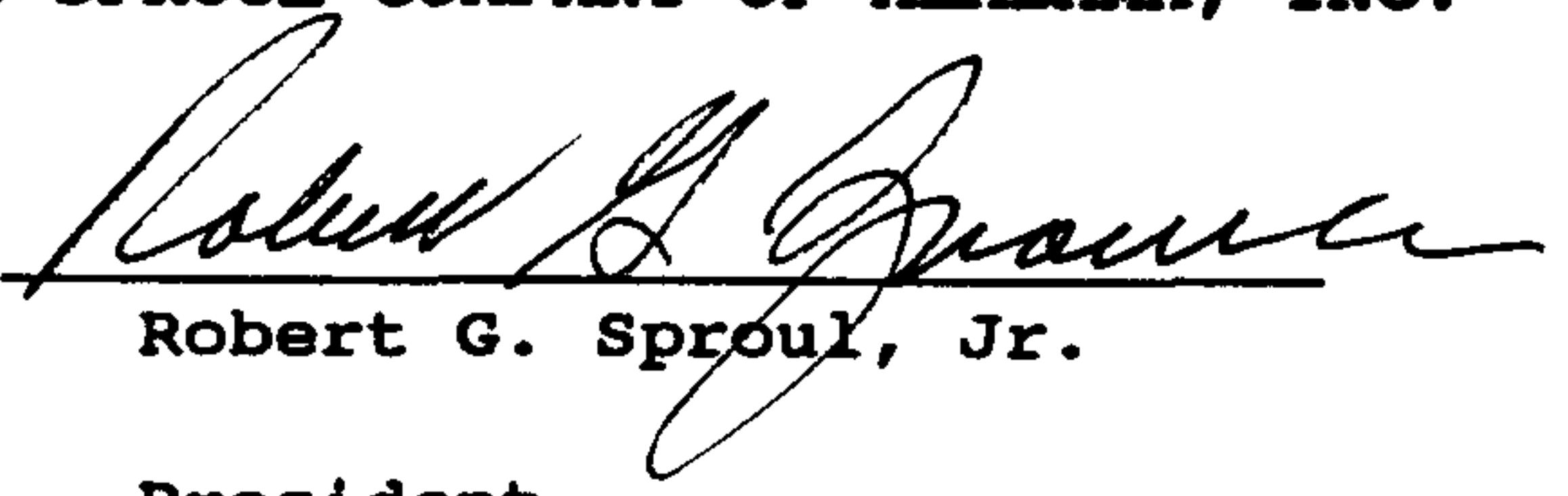
THE SPROUL COMPANY OF ALABAMA, INC.

By: 

Robert G. Sproul, Jr.

President

THE SPROUL COMPANY OF ALABAMA, INC.

By: 

Robert G. Sproul, Jr.

President

State of Alabama)
County of Jefferson)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Robert G. Sproul, Jr. as President of Sproul Blalock Pate, Inc., is signed to the foregoing conveyance and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, he, as such officer and with full authority, executed the same voluntarily.

Given under my hand and seal this the 3rd day of August 2004

Melissa L. Wilson
Notary Public

My commissions expires:

JUN 27 2005

State of Alabama)
County of Shelby)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Robert G. Sproul, Jr. as President of Sproul Blalock Pate, Inc., is signed to the foregoing conveyance and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, he, as such officer and with full authority, executed the same voluntarily.

Given under my hand and seal this the 3rd day of Aug. 2004

Gloria W. Lucas
Notary Public

My commissions expires:

2/12/08

(HOO\Forms\Covenants-HOA)