


STATE OF ALABAMA)
COUNTY OF SHELBY)


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Shelby Cnty Judge of Probate, AL
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COVENANTS AND RESTRICTIONS

BENT RIVER - PHASE IV

KNOWN ALL MEN BY THESE PRESENTS, THAT;

WHEREAS, Bent River, LLC and HPH Properties, LLC, are the Owners and Developers, (hereinafter referred to as the "Developers"), of all the lots in the Survey of Bent River-Phase IV, a plat of which is recorded in Map Book 4, Pages 64 A and B, in the Probate Office of Shelby County, Alabama, said plat being made a part hereof by reference thereto, and

WHEREAS, the Developers are desirous of establishing certain general covenants, restrictions, and easements applicable to all lots owned by it in the said survey of Bent River-Phase IV.

NOW THEREFORE, the Developers do hereby adopt, proclaim and publish general covenants, restrictions, and easements which shall be applicable to all lots in the said Survey of Bent River-Phase IV and which shall be binding on all parties and all persons claiming under them, and for the benefit of and limitations on all future owners in Bent River-Phase IV and Developers hereby declare that all of the said lots in Bent River-Phase IV shall be owned, sold, transferred, conveyed and occupied subject to all of the General Covenants, Restrictions, and Easements being designed for the purpose of keeping the subdivision desirable, uniform, and suitable in architectural design and use, and which are set forth as follows:

1. **RESIDENTIAL USE.** The said property shall be used for single family residence purposes exclusively and no other purposes. No noxious or offensive trade or activity shall be carried on upon any Lot; neither shall there be any conduct or activity thereon which constitutes an annoyance or nuisance to the residents of the subdivision. Furthermore, Purchasers of individual lots shall have no longer than one year to complete a home from the date of closing on said lot and obtain a certificate of occupancy from the applicable governmental agency. This provision does not apply to the Developers or their Assigns.
2. **FLOOR AREAS.** No single family residence shall be constructed containing less than 1600 square feet of heated and air conditioned interior floor space exclusive of porches, garages and carports. For a 1 ½ story dwelling, the residence shall not contain less than 1700 square feet of heated and air conditioned interior floor space exclusive of porches, garages and carports. For a two story dwelling, the residence shall not contain less than 1800 square feet of heated and air conditioned interior floor space exclusive of porches, garages and carports.
3. **SETBACKS.** All single family residences or other authorized structure shall comply with the following setback requirements. No residence or structure shall be constructed closer than:
 - a. Minimum front line setbacks shall be as shown on the recorded map:
 - b. Side-line setback on each side to be five (5) feet from the property line.

- c. Minimum rear line setbacks shall be shown on the recorded map; and
 - d. Developers retain the right to grant variances for Items a, b or c.
4. TEMPORARY STRUCTURES. Except for the construction and development activities of Developers and any Builder, no temporary structure of any kind shall be used, or placed upon any lot, including, but not limited to trailers, campers, shacks, tents, outbuildings, or auxiliary structures.
5. UTILITIES. The lot owner shall be solely responsible for the cost and expense of the installation of all utilities used on any lot up to the lot line. Furthermore, all electrical power transmission lines located on any lot shall be installed underground up to the lot line. Developers shall not be responsible for the cost and expense of installing or maintaining any utilities, including underground electrical power, used on any lot up to the lot line. All utilities from Lot Line to the structure shall be underground.
6. DRAINAGE. The lot owner shall be solely responsible for the drainage of all surface waters on the lot so as not to increase the natural drainage of the lot. The Lot Owner shall be solely responsible for silt control during the construction and landscaping of the lot and shall comply with the rules and regulations of the Alabama Department of Environmental Management and any other governmental agency.
7. LOT MAINTENANCE. Each lot owner shall at all times keep and maintain said lot and improvements thereon in a clean, orderly, and attractive condition, maintaining and repairing the residence promptly as conditions may require. All trash, rubbish, garbage, grass, leaves, tree limbs, weeds, vines, and other waste materials shall be removed for proper disposal from a lot as soon as is practical, and prior to removal, the same shall be stored on the lot out of sight and in a neat and orderly manner so as not to interfere with the aesthetics, health or welfare of other homeowners. No such material shall be placed or stored on any street or public right of way. No open burning shall be permitted on any lot or any other part of the Bent River-Phase IV, development, except that outdoor fireplaces, grills and chimneys may be used provided they are so constructed and equipped with fire screens as to prevent the discharge of any ashes, embers, or other particulate matter, and in compliance with local, state, and federal laws. Garbage containers, if any, shall be kept clean and sanitary condition and shall be so placed or screened by shrubbery or other appropriate material approved in writing by the Architectural Control Committee so as not to be visible from any road at any time, except during the time that refuse is being collected.
8. SIGHT EASEMENTS. No fence, wall tree, shrub, or bush shall be erected or planted in such a way as to prevent any pedestrian or operator of a motor vehicle from having clear, open and full scope of vision at any intersection, corner, or other adjoining streets, or as to obstruct passage on public right of way. Height of shrubbery near intersections shall not exceed 30 inches.
9. FENCES, CLOTHES LINES. No fence, wall (above the grade of the lot), or hedges may be installed in front of a residence. Walls and fences on the property are to be approved in writing prior to installation by the Developers until this duty is turned over to the Architectural Committee, its successors, or assigns. In no event shall any wall or fence be erected which exceeds five feet in height. All fencing shall be arched top shadow box fencing, except fencing along the rear lot line of those residences bordering a community water feature.

Fences along the rear lot line of those lots bordering a common water feature shall be four foot wrought iron fencing as designated by the Developer. The rear fence corners along the rear lot line of those lots bordering a common water feature shall be six foot red "menawa" brick on all four sides and shall be built in accordance with plans and specifications provided by Developers. Developers reserve the right to allow or disallow the installation of a fence or wall on any lot and the type of material used. No clothes lines are permitted.

10. WINDOWS; YARDS. All windows shall be wood framed, vinyl clad wood, or vinyl windows, if they contain the following characteristics: 1. Wood window appearance, 2. Two (2") inch brick mold, 3. Sloping sill with at least a 10 degree slope, 4. Check rail (strip between upper and lower windows) should be a minimum of 1 1/4." All fronts must be sodded, except in natural areas. Corner lots must be sodded from lot line to lot line for a minimum of twenty (20) feet from back of curb.

11. GARAGE OPENINGS. Garage openings may face the street. All garage doors shall have an electric door opener which must be operational. Garage doors are to remain closed, except when vehicles are entering or exiting the garage.

12. ARCHITECTURAL APPROVAL REQUIRED. No structure shall be commenced, erected, placed, moved onto or permitted to remain on any lot, nor shall any existing structure upon any lot be altered in any way which materially changes the exterior appearance thereof, nor shall any new use be commenced on any lot, unless plans and specifications (including a description of any proposed new use) thereof shall have been submitted to and approved in writing by the Developers. Such plans and specifications shall be in such form and shall contain such information as may be required by the Developers, but in any event shall include; (a) site plan of the lot showing the nature, exterior color scheme, kind, shape, height, materials and location with respect to the particular lot, including proposed front, rear and side setbacks and free spaces, if any are proposed, of all structures, the location thereof with reference to structures on adjoining portions of the property, and the number and locations of all parking spaces and driveways on the lot, (b) house plans drawn to scale showing elevation views and floor plans and (d) a plan for landscaping. Developers retain the right to transfer the responsibilities of the Developers set forth in this Paragraph to an Architectural Control Committee approved by Developers. Such transfer of control shall be effectuated by a written instrument executed by Developers and delivered to said Architectural Control Committee that accepts the transfer of control by its written acceptance.

In as much as Developers have architectural control of the Development, the provisions set forth herein regarding the submission of plans to the Developers shall not apply to the Developers. After initial construction and sale of the house, all submittals shall be filed with the Architectural Control Committee approved by the Developers.

As afore stated, after initial construction and sale of the house by Developers or Builder, the Architectural Control Committee approved by Developers is hereby empowered and authorized to formulate and promulgate ARC Guidelines to govern (I) the review, approval, rejection, form, content and provisions of all landscaping or architectural submissions, and (ii) the rules and regulations governing restrictions as to the use of the Property. The ARC will provide a copy of ARC Guidelines and any amendments thereto, to each Owner. Such ARC Guidelines must be followed by all applicants submitting plans for review and approval by the ARC. Decisions of the ARC shall be based upon the uniform application of such

reasonable, but high, standards as are consistent with the ARC Guidelines, such standards to include, among other things, the harmony of external design including roof style (pitch, shingle and color), chimney, exterior siding (material and color), windows and trim, shutters, (color and style), front doors, garage doors, location in relation to surrounding structures and topography, variation in front set backs, the type, kind and character of buildings, structure and other improvements, and aesthetic qualities in general.

13. EXTERIOR OF DWELLING. Developers retain the right to determine the type of exterior finish to be used on the structures built in the Development.

14. PETS. No animals, birds, or reptiles shall be kept or be possessed in Bent River-Phase IV by any person inhabiting a lot, except for commonly accepted household pets. Any such pet shall be kept by any homeowner within the limitations of the said lot or residence. No kennels will be allowed.

15. SIGNS. No signs, billboards, posters or other advertising matter or displays of any kind shall be permitted anywhere in Bent River-Phase IV, except as provided herein. The Developers may, in its discretion, adopt and promulgate rules and regulations relating to signs which may be employed. The Developers and builders shall be permitted to install their signage. All signs shall comply with design specifications set by the Developers. No signs of any kind shall be displayed on any Lot, except one for sale sign of not more than five square feet on existing homes or one for sale sign of not more than (6) square feet during the construction and sale. The Developers may use signage as they deems necessary to promote the subdivision. No radio towers will be permitted. No satellite dish antennas larger than eighteen (18") in diameter will be permitted and these must not be visible from front or side streets without the express written consent of the Developers. Developers retain the right to transfer the responsibilities of the Developers set forth in this Paragraph to an Architectural Control Committee approved by Developers. Such transfer of control shall be effectuated by a written instrument executed by Developers and delivered to said Architectural Control Committee that accepts the transfer of control by its written acceptance.

16. UTILITY EASEMENTS. Developers, or any utility authorized by it, reserves a five (5) foot easement across the back and along each side of each lot, for the purpose of constructing, maintaining and repairing utility lines and equipment and for water mains and storm drains, and other general use facilities; provided, however, that said easement area shall be maintained by the lot owner, except for those obligations of public authorities or utility companies.

17. NUISANCES. No substance, thing, or material shall be kept upon any lot that will emit foul or obnoxious odors, or that will cause any noise that will or might disturb the peace, quiet, comfort, or serenity of the occupant of surrounding property. No boat, boat trailer, house trailer, trailer, motor homes, truck, commercial vehicle, motorcycle, golf cart, or any other similar item shall be parked or stored on any lot where it can be seen from a front or side street for a period of time in excess of twenty-four (24) hours, nor shall any inoperable motor vehicle be kept thereon at any time.

18. RESTRICTIONS ON ACCESS. No vehicular access shall be permitted from any lot to public roads outside the boundaries of the subdivision except by roads constructed by the Developers in the Bent River-Phase IV development.

19. ZONING AND SPECIFIC RESTRICTIONS. The general covenants, restrictions and easements herein shall not be taken as permitting any action or thing prohibited by the applicable zoning laws, or the laws, rules or regulations of any governmental authority, or by specific restrictions imposed by any deed. In the event of conflict, the most restrictive provision of such laws, rules, regulations, deed, or the general covenants, restrictions, and easements shall be govern and control.

20. GRANTEE'S ACCEPTANCE. The Grantee of any lot subject to these general covenants, restrictions and easements, by acceptance of the deed or other instrument conveying an interest in or title to, or the execution of a contract for the purchase thereof, whether from Developers or a subsequent owner of such lot, shall accept such deed or other contract upon and subject to each and all of these general covenants, restrictions and easements herein contained.

21. INDEMNITY FOR DAMAGES. Each and every lot owner and future lot owner, in accepting a deed or contract for any lot subject to these general covenants, restrictions and easements, agrees to indemnify and defend Developers against and hold Developers harmless from any damage caused by such lot owner, or the contractor agent or employees of such lot owner, to roads, street gutters, walkways, of their aspects of public ways, including all surfacing thereon, or to water drainage or storm sewer lines or nature trail.

22. ENFORCEMENT. In the event of a violation or breach of any of these general covenants, restrictions and easements or any amendments thereto by a lot owner, or family or agent of such lot owner, the owners of any lot, Developers, their successors and assigns, the applicable Homeowner's Association, Architectural Control Committee or any party to whose benefit these general covenants, restrictions and easements inure shall have the right to proceed at law or in equity to compel the compliance with the terms and conditions hereof, to prevent the violation or breach of said general covenants, restrictions and easements, to sue for and recover damages, or take all such course of action at the same time, or such other legal remedy it may deem appropriate. No delay or failure on the part of the aggrieved party to initiate an available remedy set forth herein shall be held to be a waiver of that party or an estoppel of that party or of any other party to assert any right available to him upon the recurrence or continuation of said violation or the occurrence of a different violation.

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 at law or in equity.

Any party to a proceeding who succeeds in enforcing a general covenant, restriction or easement or enjoining the violation of the same against a lot owner other than the Developer shall be entitled to reasonable attorney's fees, litigation expenses and court costs.

23. INTERPRETATION BY DEVELOPERS. Developers shall have the right to construe and interpret the provisions hereof, and in absence of an adjudication by a court of competent jurisdiction to the contrary, its construction or interpretation shall be final and binding as to all persons or property benefitted or bound by the provisions hereof..

24. ASSIGNMENT BY DEVELOPERS. In the event that Developers should sell the Bent River-Phase IV, development to a third party, Developers shall be empowered to assign its right hereunder to said third party and, upon such assignment said third party shall have all the rights and be subject to all the duties of Developers hereunder.

25. RULES AND REGULATIONS. All lot owners shall at all times comply with all rules and regulations, orders, laws, ordinances, statutes, and decrees of any governmental or political entity or person, and any rules and regulations adopted by Developers, Bent River Commons Association, Inc., its successors, assigns, or designees.

26. MAILBOXES. All mailboxes and posts must be of a design specified by the Developers.

27. EXCEPTION FOR DEVELOPERS. Paragraphs 1 through 25 shall not apply to Developers during the course of development of the property.

28. RIGHTS OF DEVELOPERS TO MODIFY COVENANTS, RESTRICTIONS AND EASEMENTS. The undersigned Developers, their successors and assigns, reserve the right to modify, release, amend, void, transfer or delegate any and all of the rights, reservations, and restrictions herein set forth, or the right to modify, release, amend, void or transfer any one or ore of the said herein set forth general covenants, restrictions and easements on lots in said subdivision, at its sole discretion.

29. PROPERTY OWNERS ASSOCIATION. Bent River Commons Owners Association, Inc., a not for profit homeowner's association, hereinafter referred to as the "Association," created for the purpose of the efficient preservation of the appearance, value and amenities of Bent River Commons, Phases I -III will serve as the homeowner's association for Bent River-Phase IV. Each lot owner of Bent River-Phase IV shall become members of Bent River Commons Association, Inc. The Association will promote community integrity and maintain the common area of Bent River-Phase IV as shown on the recorded plat. The Association shall have the right to assess charges against each parcel of land for said maintenance of the common areas and for any other reasonable costs associated with the Development. Each owner, by acceptance of a deed for any property in Bent River-Phase IV shall become a member of the Association and is deemed to have covenanted and agreed to pay the Association charges as provided herein.

These charges together with interest, costs and reasonable attorney's fees shall be a charge on the land and shall be a continuing lien upon the property against which each such charge is made. The Developers shall retain control of the Architectural Control Committee of Bent River-Phase IV until such time as they turn over control to the Association. The Developers, their successors and assigns, shall not be liable for payment of any assessments on any lot that they own, unless such lot has a house located thereon which is subject to a residential lease for a term in excess of six months..

Provided, however, that Developer shall pay to Bent River Commons, Inc., the common area expense of Bent River-Phase IV to the extent that said expenses exceed the charges assessed against each lot owner that becomes a member of the Association as per the provisions of this paragraph. Common area expenses shall be those charges directly related to Bent River-Phase IV, including but not limited to, detention ponds, water features, street lights, management fees, maintenance of the entrance and right of ways and other reasonable costs associated with the Development.

The action of the Association in maintaining the entrance and right-of-ways of the subdivision is at the sufferance of the governmental agency having the title to the same pursuant to the recording of the subdivision plat.

30. TITLE. It is understood and agreed that said general covenants, restrictions, and easements, shall attach to and run with the land for a period of twenty (20) years from the date of recordation of these Covenants and Restrictions, at which time the said general covenants, restrictions, and easements shall be automatically extended for successive periods of ten (10) years, unless by a vote of the then majority of the owners of the lots it is agreed in writing to change said general covenants, restrictions, and easements in whole or in part.

31. NO LOT TO BE SUBDIVIDED. No lot shall be subdivided so as to create an additional lot.

32. LOCATION OF AIR CONDITIONING UNITS AND VENTS. Outside air conditioning units and plumbing and heating vents shall be placed only at the rear or at the sides of the houses.

33. EACH COVENANT INDEPENDENT. Each and every covenant and restriction contained herein shall be considered to be an independent and separate restriction and condition, and in the event one or more condition or restriction shall, for any reason, be held to be invalid or unenforceable, all remaining covenants and restrictions shall nevertheless remain in full force and effect.

BENT RIVER, LLC
BY: HPHB II, LLC

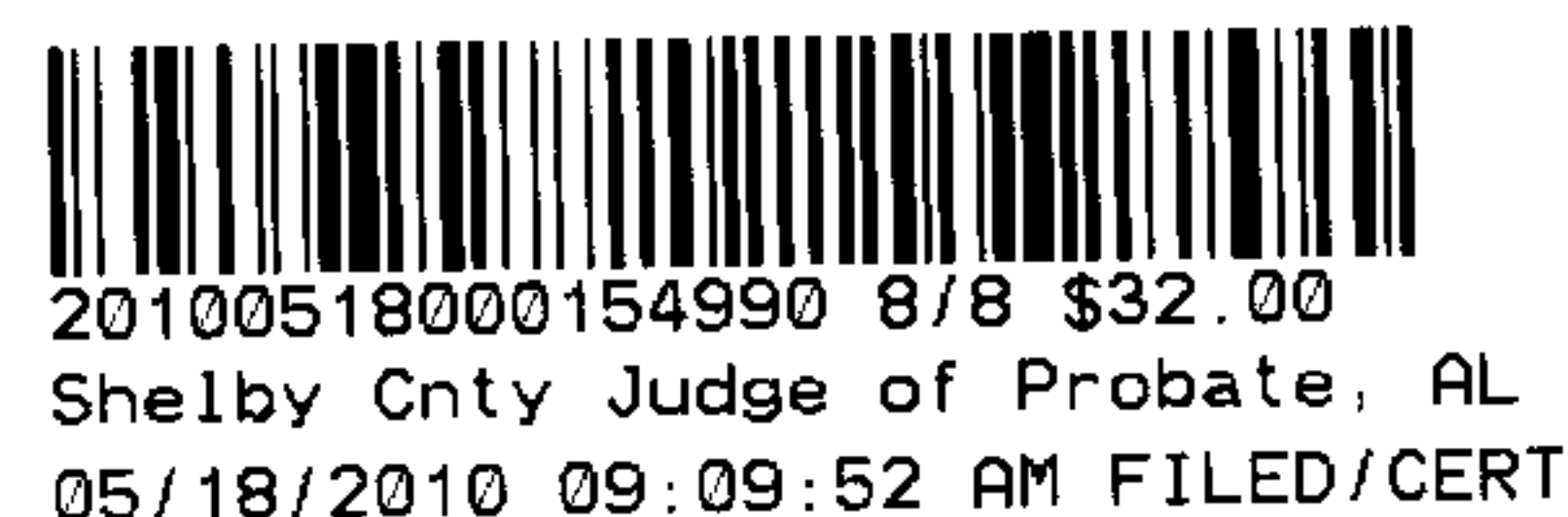
BY: 

DAVID BONAMY, ITS MANAGER

HPH PROPERTIES, LLC
BY: HPHB II, LLC

BY: 

DAVID BONAMY ITS MANAGER



STATE OF ALABAMA)
COUNTY OF SHELBY)

ACKNOWLEDGMENT

I, Bethany Snodgrass David, a Notary Public, in and for said County in said State, hereby certify that David Bonamy, whose name is signed as Manager of HPHB II, LLC, a limited liability company, said company being the sole member of BENT RIVER, LLC, a limited liability company, and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he, in his capacity as such Manager, and on behalf of HPHB II, LLC, as the sole member of BENT RIVER, LLC, executed the same voluntarily and with full authority on behalf of HPHB II, LLC, as the act of said BENT RIVER, LLC.

Given under my hand this the 26 day of April, 2010.

Bethany Snodgrass David
Notary Public

My commission expires: February 8, 2014

STATE OF ALABAMA)
COUNTY OF SHELBY)

ACKNOWLEDGMENT

I, Bethany Snodgrass David, a Notary Public, in and for said County in said State, hereby certify that David Bonamy, whose name is signed as Manager of HPHB II, LLC, a limited liability company, said company being the sole member of HPH PROPERTIES, LLC, a limited liability company, and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he, in his capacity as such Manager, and on behalf of HPHB II, LLC, as the sole member of HPH PROPERTIES, LLC, executed the same voluntarily and with full authority on behalf of HPHB II, LLC, as the act of said HPH PROPERTIES, LLC.

Given under my hand this the 26 day of April, 2010.

Bethany Snodgrass David
Notary Public

My commission expires: February 8, 2014