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Shelby Cnty Judge of Probate, AL
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**AMENDED AND RESTATED DECLARATION OF PROTECTIVE COVENANTS FOR
BRIDGEWATER PARK SUBDIVISION**

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

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Bk: LR201513 Pg:8931
Jefferson County, Alabama
I certify this instrument filed
06/02/2015 01:38:58 PM REST
Judge of Probate- Alan L. King

KNOWALL MEN BY THESE PRESENTS, That:

WHEREAS, the original Declaration of Protective Covenants for Bridgewater Park Subdivision was recorded as Instrument No. 20040804100625983 in the Office of the Judge of Probate of Jefferson County, Alabama and as Instrument No. 20040803000430160 in the Office of the Judge of Probate of Shelby County ("**Original Declaration**");

WHEREAS, the Original Declaration placed certain covenants and restrictions on the following described property:

Lots 2A, 3A, 4A, 5A, 6A, 7A, 8A, 9A, 10A, 11A, 12A, according to A Resurvey of Lots 1 through 12, Bridgewater Park, recorded in Instrument No. 20070219000074190 in the Office of the Judge of Probate of Shelby County, Alabama, and as recorded in Map Book 43, Page 48 in the Office of the Judge of Probate of Jefferson County, Alabama, Bessemer Division, Lots 13, 14, 19, 20, 21, 24 through 31, 37, 38, 39, 52 and 53 according to the Final Record Plat of Bridgewater Park recorded at Instrument No. 20050204000058770 in the Office of the Judge of Probate of Shelby County, Alabama, and in Map Book 40, Page 45 in the Office of the Judge of Probate of Jefferson County, Alabama, Bessemer Division, Lots 15A, 16A, 17A and 18A, according to Final Record Plat of A Resurvey of Lots 15, 16, 17 & 18, Bridgewater Park, as recorded in Instrument No. 20051220000654420 in the Office of the Judge of Probate of Shelby County, Alabama, Lots 22A and 23A according to Final Record Plat of A Resurvey of Lots 22 and 23, Bridgewater Park as recorded in Instrument No. 20060718000358020 in the Office of the Judge of Probate of Shelby County, Alabama, Lots 32A, 33A, 34A, 35A, 36A, according to Final Record Plat of A Resurvey of Lots 32, 33, 34, 35 and 36, Bridgewater Park as recorded in Map Book 40, Page 82 in the Office of the Judge of Probate of Jefferson County, Alabama, Bessemer Division, Lots 40A, 41A, 42A and 43A, according to Final Record Plat of A Resurvey of Lots 40, 41, 42 and 43, Bridgewater Park, as recorded in Map Book 40, Page 69 in the Office of the Judge of Probate of Jefferson County, Alabama, Bessemer Division, Lots 44A, 45A, 46A, 47A, 48A, 49A, 50A, and 51A, according to Final Record Plat of A Resurvey of Lots 44 Thru 51, Bridgewater Park, recorded in Instrument No. 20060515000229210 in the Office of the Judge of Probate of Shelby County, Alabama and in Map Book

42, Page 38 in the Office of the Judge of Probate of Jefferson County, Alabama, Bessemer Division, and all the common areas, roadways and conservation areas so designated on the aforementioned Final Record Plats (**"Bridgewater Park Subdivision"**).

WHEREAS, the undersigned, President of Bridgewater Park Homeowners Association represents the association of owners of lots in Bridgewater Park Subdivision (collectively, the **"Owners"**) and in accordance with Section IV, Paragraph 12 of the original instrument, Declaration of Protective Covenants, verifies the majority of owners are in agreement to alter said instrument. (Owners' signatures are contained in Association records on file.);

WHEREAS, the declarant, the Sproul Company of Alabama, Inc. (**"Declarant"**), who recorded the Original Declaration has ceded control of the Bridgewater Park Homeowner's Association (**"Association"**) to the Owners;

WHEREAS, the undersigned desire to amend and restate the Original Declaration and the conditions, limitations, and restrictions set forth therein as provided in this Amended and Restated Declaration of Protective Covenants for Bridgewater Park Subdivision (this **"Amended Declaration"**).

NOW, THEREFORE, the undersigned do hereby amend and restate the Original Declaration pursuant to the following protective covenants, conditions, and limitations for Bridgewater Park Subdivision and all property and each lot located in Bridgewater Park Subdivision shall be subject to the following conditions, limitations, and restrictions.

ARTICLE I. EXCLUSIVE RESIDENTIAL USE AND IMPROVEMENTS

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

1.2 No structure shall be erected, altered, placed or permitted to remain on any residential building lot other than detached single-family dwellings of two stories, and with private garage for not less than two cars.

1.3 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.

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

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

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

1.7 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.

1.8 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.

1.9 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.

1.10 Land contiguous to the rear lot lines of Lots 2A through 12A, 13, 14, & 27 is area within Shelby County, which has been designated as "Tree Conservation Area" (herein after referred to as "**Preserved Land**"). The county assesses this land equally as common interest to all Shelby County lot owners within Bridgewater Park. Land contiguous to the rear of lot lines of Lots 28 through 39 is area within Jefferson County owned and reserved by Declarant as "Tree Conservation Area", and is also designated as Preserved Land. This Preserved 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 and park equipment. Fill, excavations, encroachments and new construction of improvements, are prohibited without the express written approval of the Declarant and the Homeowners Association on the Jefferson County Preserved Land, while Homeowners Association approval is required on the Shelby County Preserved Land. Regardless of current or future ownership, the Preserved Land is and shall be subject to this Amended Declaration.

1.11 For clarification, the Preserved Land is not a "Common Area" to be maintained by the Association, except as otherwise set forth herein. Except as set forth in Section 1.12 below, the Association shall take no action on the Preserved Land without the written consent of the Declarant. The Declarant shall take no action on the Preserved Land that may contribute to the erosion of the back slopes and the property of the Owners adjacent to the Preserved Land. Owners of property adjacent to the Preserved Land shall take no action on the Preserved Land or their respective property that may contribute to erosion of slopes on the Preserved Land, their property, or the property of other Owners.

1.12 The nature/walking trail on the Preserved Land ("**Trail**") and the bridges and overlook rails along the Trail were developed by the Declarant for the use and enjoyment of the Owners and their guests. Notwithstanding anything to the contrary contained herein, the Association shall be responsible for maintenance of the Trail and the bridges and overlook rails. Declarant has no obligation to maintain or repair either the trail or the Preserved Land. The Association may at any time discontinue maintenance of the Trail and the bridges and overlooks upon the vote of at least sixty-seven percent (67%) of the Owners in attendance at a meeting of the Association at which a quorum is present.

1.13 As used herein, the term "**Common Area**" means any real and personal property now or hereafter owned or otherwise acquired by lease, easement or otherwise, by the Association for the common use and enjoyment of the Owners, whether located within the Bridgewater Park Subdivision, adjacent to the Bridgewater Park Subdivision or in close proximity to the Bridgewater Park Subdivision other than any area located within the boundary lines of any lot or dwelling. Except as otherwise provided herein, the Common Areas shall include (i) the entrance area from Cahaba River Estates Road to the Property, (ii) all signage,

street lights, irrigation, lighting, walkways, sidewalks, paths, bicycle and jogging paths and lanes, gates, walls, fences, landscaped areas and other improvements, including any median within any public or private roadway, (iii) all storm drains and sewers, drainage and watershed protection or retention detention ponds, basins, spillways, dams, (iv) all utility lines, poles, pipes, ducts, conduits, equipment, machinery and other apparatus and appurtenances that are located in or serve any of the Common Areas, and (v) all parks recreational facilities and areas and any other improvements that are designated as Common Areas by the Association. Notwithstanding the foregoing, the designation of any area as Common Areas shall not mean or imply that the public at large acquires any easement or other right of use or enjoyment or any other rights, benefits or licenses therein or to the use thereof, and the use and management of such Common Areas shall be exclusively governed by the terms and conditions of this Amended Declaration. The Association has no obligation to designate any Common Area but may, at its sole discretion, elect to do so in the future.

1.14 The Association shall have a right of first refusal (**“ROFR”**) to purchase the Preserved Land or any part thereof from the Declarant upon receipt by the Declarant of a bona fide offer for the purchase of the Preserved Land, or any part thereof, which the Declarant intends to accept (**“Offer”**). Upon receipt of such an Offer, the Declarant shall present the Offer in writing to the Association. The Association shall have thirty days after receipt of the Offer from the Declarant within which to either elect to purchase the Preserved Land, or the applicable part thereof, on substantially the same terms and conditions contained in the Offer or waive its ROFR with respect thereto. The Association shall inform the Declarant in writing on or before the expiration of the aforementioned thirty-day period of its election. If the Association elects to purchase the Preserved Land, or applicable part thereof, and timely provides the Declarant of such election as provided herein, Declarant will sell the Preserved Land, or applicable part thereof, to the Association upon substantially the same terms and conditions as are contained in the Offer. If the Association waives its right to purchase the Preserved Land, or applicable part thereof, Declarant may sell the Preserved Land, or applicable part thereof, to such third party upon the terms and conditions contained in the Offer, with such sale to close within 180 days of receipt by Declarant of the Association’s election hereunder. If the closing of such purchase by such third party does not occur within said 180 day period, the Association’s ROFR hereunder shall be renewed with respect to the Offer and the Offer shall be resubmitted to the Association and the procedures herein followed. Any waiver by the Association as to its ROFR for one Offer shall not be construed as a waiver of its ROFR with respect to any other Offer. The Preserved Lands shall remain subject to this Amended Declaration despite any sale of said Preserved Land, in whole or in part, by the Declarant.

1.15 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.

1.16 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.

1.17 Declarant hereby grants and conveys to the Owners, its successors and assigns, and their invitees, licensees and guests (**“Owner Parties”**), a perpetual, permanent non-exclusive easement for access, ingress, egress and recreational use across all portions of the



Preserved Lands for the use and enjoyment of the Owner Parties. Declarant shall treat the Preserved Lands in manner consistent with the easement granted hereunder and hereby covenants not to interfere with the use by the Owner Parties of the Preserved Lands for the purposes contained herein. An Owner Party, however, shall be responsible to the Declarant for the reasonable costs and expenses of repairing any damage to the Preserved Lands necessitated by the gross negligence or willful misconduct of such Owner Party. The rights and privileges granted herein by Declarant to the Owner Parties with regard to the Preserved Lands are not, however, a dedication to the public, or otherwise.

ARTICLE II. BRIDGEWATER PARK HOMEOWNERS' ASSOCIATION

2.1 Membership. Every owner of a lot in the Development (an “**Owner**”) 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 this Amended Declaration.

2.2 Voting, Quorum and Notice Requirements.

(a) 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.

(b) Except as specifically provided elsewhere herein, any action of the Association may be taken with the consent of a majority of the total votes represented at a meeting duly called for that purpose, written notice of which shall be given to all members not less than ten days nor more than 60 days in advance and shall set forth the purpose of such meeting.

(c) Except as specifically set forth herein, notice, voting and quorum requirements for all action to be taken by the Association shall be as set forth in its Articles of Incorporation and Bylaws, as same may be amended from time to time.

2.3 Assessments in General.

(a) The Association may from time to time levy assessments against each lot in the Bridgewater Park Subdivision whether or not improved. The level of assessments shall be equal and uniform between all lots, except for any special charges under Section 7 below.

(b) Where the obligation to pay an Assessment first arises after the commencement of the year or other period for which the assessment was levied, the assessment shall be prorated as of the date when said obligation first arose in proportion to the amount of the assessment year or other period remaining after said date.

(c) Each unpaid assessment, together with such interest thereon and costs of collection thereof as hereinafter provided, shall be the personal obligation of the owner of the property against which the assessment fell due, and shall become a vendor's lien against each such lot and all improvements thereon, as the case may be. The Association may enforce payment of such assessments in accordance with the provisions of this Section.

(d) Upon the purchase and sale of any lot in the Bridgewater Park Subdivision, at the closing of such purchase, in addition to any proration of assessments between the seller and purchaser that may occur as a result of the closing, the purchaser shall pay a full assessment equal to the then current annual assessment applicable to each lot in the Bridgewater Park Subdivision to the Association as the annual assessment for the first year of ownership of the purchased lot by said purchaser, subject to additional assessments or adjustments as elsewhere provided herein.

2.4 Maintenance Account. The Board of Directors of the Association (the “**Board**”) may establish an account into which shall be deposited all monies paid to the Association and from which disbursements shall be made in performing the functions of the Association under this Declaration. The funds of the Association must be used solely for purposes related to the areas and improvements owned by or leased to the Association, or subject to maintenance or operation by the Association pursuant to this Amended Declaration or otherwise for purposes authorized by this Amended Declaration, as it may from time to time be amended.

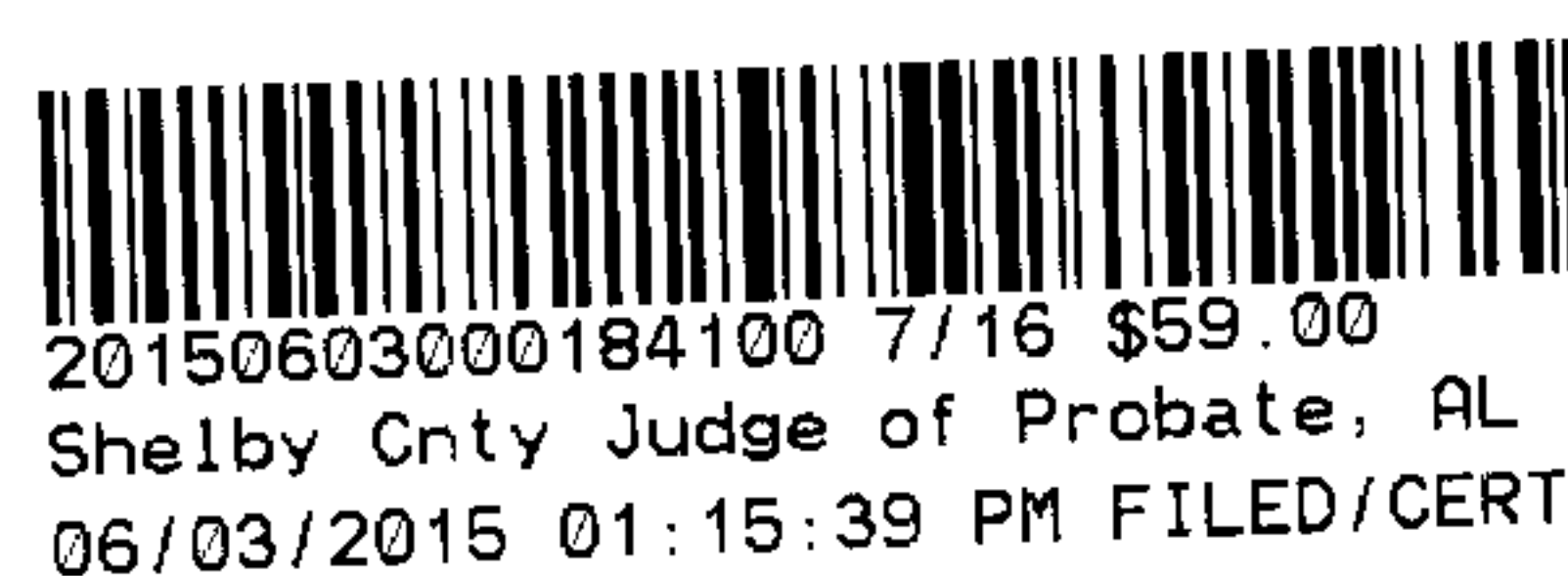
2.5 Regular Assessments. Prior to the beginning of each fiscal year, the Board shall estimate the Common Area Expenses (as defined below) to be incurred by the Association during such year in performing its functions hereunder and under the Subdivision Restrictions (as defined below), less any surplus from the prior year’s assessment. Assessments sufficient to pay such estimated Common Area Expenses shall then be levied as herein provided, and the level of assessments set by the Board shall be final and binding so long as it is made in good faith. If the sums collected prove inadequate for any reason, including nonpayment of any individual assessment, the Association may at any time, and from time to time, levy further assessments in the same manner as aforesaid. All such regular assessments shall be due and payable to the Association within ten (10) days of receipt by an Owner of an invoice therefor provided to Owners on a quarterly basis or in such other manner as the Board may designate in its sole and absolute discretion. Once any assessment is ninety (90) days past due a late fee will be charged and be payable by the Owner. As used herein, “**Common Area Expenses**” shall mean all expenditures made or incurred on behalf of the Association in connection with the maintenance, repair, improvement, alteration, operation and management of the Common Areas, together with all funds assessed for the creation or maintenance of appropriate contingent and replacement reserves for items that must be repaired or replaced on a periodic basis. “**Subdivision Restrictions**” shall mean this Amended Declaration, as the same may be amended from time to time, together with the rules and regulations promulgated by the Association and the Articles of Incorporation and Bylaws of the Association from time to time in effect. Notwithstanding the foregoing, regular assessments shall also include sums to pay any costs incurred by the Association under contracts for landscaping services provided to the Owners and their respective lots and any other contracts into which the Association enters to provide services for lots in the Bridgewater Park Subdivision.

2.6 Special Assessments. In addition to the regular quarterly assessments provided for above, the Board may levy special assessments whenever in the Board’s opinion such special assessments are necessary to enable the Board to carry out the mandatory functions of the Association under the Subdivision Restrictions. The amount of any special assessments shall be at the sole discretion of the Board.

2.7 Special Charges. In addition to the regular and special assessments, the Board may levy such special charges as it deems appropriate for the use by individual Owners or guests of Owners of any Association facilities. All special charges shall constitute a lien on the lots assessed and such liens shall be enforced in the same manner and to the same extent as provided in this Article for regular and special assessments.

2.8 Owner's Personal Obligation for Payment of Assessments. The regular and special assessments provided for herein shall be the personal and individual debt of the Owner of the property covered by such assessments. A \$25 late fee per quarter shall be due and payable by any Owner for any assessments that are due and payable and are not paid within the quarter after the receipt by the Owner of a statement therefor. In addition, if any assessments remain outstanding for more than one year, such outstanding amounts shall bear interest at the rate of 12% per annum (but not to exceed the highest rate allowed by applicable usury laws then in effect) from the due date thereof until paid, together with all costs and expenses of collection, including reasonable attorneys' fees. No Owner may exempt himself from liability for such assessments.

2.9 Assessment Lien and Foreclosure. All sums assessed in the manner provided in this Article but unpaid, shall together with interest and late fees as provided in Section 2.8 hereof and the cost of collection, including attorney's fees as herein provided, thereupon become a continuing lien and charge on the property covered by such assessment, which shall bind such property, such property in the hands of the Owner, and such Owner's heirs, devisees, personal representatives, successors or assigns. The aforesaid lien shall be superior to all other liens and charges against the said property, except only for tax liens and all sums unpaid on a first mortgage lien or first deed of trust lien of record, securing in either instance sums borrowed for the improvement or purchase of the property in question. The Association shall have the power to subordinate the aforesaid assessment lien to any other lien. Such power shall be entirely discretionary with the Board and such subordination shall be signed by an officer of the Association. To evidence the aforesaid assessment lien, the Association may prepare a written notice of assessment lien setting forth the amount of the unpaid indebtedness, the name of the Owner of the property covered by such lien and a description of the property. Such notice shall be signed by one of the officers of the Association and, at the discretion of the Board, shall be recorded in the appropriate offices. Such lien for payment of assessments shall attach with the priority above set forth from the date that such payment becomes delinquent and may be enforced by the foreclosure of the defaulting Owner's property by the Association in like manner as a mortgage on real property subsequent to the recording of a notice of assessment lien as provided above, or the Association may institute suit against the Owner personally obligated to pay the assessment and/or for foreclosure of the aforesaid lien judicially. In any foreclosure proceeding, whether judicial or not judicial, the Owner shall be required to pay the costs, expenses, and reasonable attorney's fees incurred. The Association shall have the power to bid on the property at foreclosure or other legal sale and to acquire, hold, lease, mortgage, convey or otherwise deal with the same. Upon the written request on any mortgagee holding a prior lien on any part of the Bridgewater Park Subdivision or Common Areas, the Association shall report to said mortgagee any unpaid assessments remaining unpaid for longer than 30 days after the same are due.



2.10 Duties of the Association. Subject to and in accordance with these restrictions, the Association acting through the Board shall have and perform each of the following duties:

(a) Common Area.

(1) Ownership and Control. To accept, own, operate and maintain all Common Areas, which may be conveyed or leased to it, together with all improvements of whatever kind and for whatever purpose that may be located in said areas; and to accept, own, operate and maintain all other property, real and personal, conveyed or leased to the Association.

(2) Repair and Maintenance. To maintain in good repair and condition all lands, improvements, and other Common Area owned by or leased to the Association.

(3) Taxes. To pay all real and personal property taxes and other taxes and assessments levied upon or with respect to any property owned by or leased to the Association, to the extent that such taxes and assessments are not levied directly upon the members. The Association shall have all rights granted by law to contest the legality and the amount of such taxes and assessments.

(b) Insurance. To obtain and maintain in effect policies of insurance which, in the Board's discretion, are reasonably necessary or appropriate to carry out the Association functions.

(c) Association Rules and Bylaws. To make, establish and promulgate, and in its discretion to amend or repeal and re-enact, such Association Rules and Association Bylaws, not in conflict with this Amended Declaration, as it deems proper covering any and all aspects of its functions, including the use of the Common Area. Without limiting the generality of the foregoing, such rules may set dues and fees and prescribe the regulations governing the operation of the Common Area.

(d) Financing. To execute mortgages, both construction and permanent, for construction of facilities, including improvements on property owned by or leased to the Association, and to accept lands in Common Areas, whether or not improved, from Declarant subject to such mortgages or by assuming such mortgages. The debt secured by such mortgage or other security instrument may be retired from and secured by the revenues generated by dues, use fees, assessments of the members, or otherwise, or any combination thereof, as may be deemed appropriate by the Association, but subject to the limitations imposed by this Amended Declaration.

(e) Records. To keep books and records of the Association's affairs.

(f) Other. To carry out and enforce all duties of the Association set forth in the Subdivision Restrictions.

2.11 Powers and Authorities of the Association. The Association shall have the powers of an Alabama nonprofit corporation, subject only to such limitations upon the exercise of such power as are expressly set forth in this Amended Declaration. It shall further have the power to do and perform any and all acts which may be necessary or proper for or incidental to the exercise of any of the express powers granted to it by the laws of Alabama or by this Amended Declaration. Without in any way limiting the generality of the two preceding

sentences, the Association and the Board, acting on behalf of the Association, shall have the power and authority at all times as follows:

- (a) Assessments. To levy assessments as provided in herein.
- (b) Right of Entry and Enforcement. To enter at any time, after 24 hours written notice (or in case of an emergency, without notice), without being liable to any Owner, upon any lot or onto any Common Area for the purpose of enforcing the Subdivision Restrictions or for the purpose of maintaining or repairing any area, improvement or other facility to conform to the Subdivision Restrictions, and the expense incurred by the Association in connection with any such entry upon any lots and the maintenance and repair work conducted thereon shall be a personal obligation of the Owner of the lots entered upon, shall be a lien upon the lots entered upon and improvements thereon, and shall be enforced in the same manner and to the same extent as provided above for regular and special assessments. The Association shall have the power and authority from time to time, in its own name and on its own behalf, or in the name of and on behalf of any Owner who consents thereto, to commence and maintain actions and suits to enforce, by mandatory injunction or otherwise, or to restrain and enjoin, any breach or threatened breach of the Subdivision Restrictions. The Association is also authorized to settle claims, enforce liens and take all such action as it may deem necessary or expedient to enforce the Subdivision Restrictions.
- (c) Conveyances. To grant and convey to any person or entity the real property and/or other interest therein, including fee title, leasehold estates, easements, rights-of-way, or mortgages out of, in, on, over, or under any Common Area, for the purpose of constructing, erecting, operating or maintaining thereon, therein or thereunder:
 - (1) Parks or other recreational facilities or structures;
 - (2) Roads, streets, walks, driveways, parking lots, trails, and paths;
 - (3) Lines, cables, wires, conduits, pipelines or other devices for utility purposes;
 - (4) Sewers, water systems, storm water drainage systems, sprinkler systems, and pipelines; and
 - (5) Any similar improvements or facilities. Nothing above contained however, shall be construed to permit the use or occupancy of any Improvement or other facility in a way which would violate applicable use and occupancy restrictions imposed thereon by other provisions of this Amended Declaration.
- (d) Manager. To retain and pay for the services of a person or firm (as Manager) to manage and operate the Association, including its property, to the extent deemed advisable by the Board.
- (e) Legal and Accounting Services. To retain and pay for legal and accounting services necessary or proper in the operation of the Association.
- (f) Common Area Services. To pay for water, garbage removal, landscaping, gardening, and all other utilities, services and maintenance incurred in connection with the use and ownership of the Common Area.
- (g) Other Areas. To maintain and repair easements, access easements, roads, roadways, parking lots, rights-of-way, parks, parkways, median strips,

sidewalks, paths, trails, ponds and other areas of the Bridgewater Park Subdivision, as appropriate.

(h) Recreational Facilities. To own, operate, maintain and repair any and all types of facilities for both active and passive recreation and such other improvements as may be constructed and designated as Common Areas.

(i) Other Services and Properties. To obtain and pay for any other property and services, and to pay any other taxes or assessments which the Association or the Board is required to secure or to pay for pursuant to applicable law or the terms of the Subdivision Restrictions.

(j) Construction on Common Areas. To construct new improvements or additions to Common Areas, subject to the approval of the Architectural Committee.

(k) Contracts, Property Ownership. To enter into contracts with Declarant and with other persons on such terms and provisions as the Board shall determine, and to acquire and own and to dispose of all manner of real and personal property, whether by grant, lease, gift, or otherwise.

ARTICLE III GENERAL REQUIREMENTS

3.1 Maintenance Standards. 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 Bridgewater Park Subdivision as a whole. 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 be 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.

3.2 Animals. 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.

3.3 Nuisance. 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.

3.4 Oil Production. 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.

3.5 Trash and Garbage. 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.

3.6 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.

3.7 Obstructions. 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 intersection 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.

3.8 Improvement Facing. 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.

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

3.10 Signage. The Association 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 and/or Shelby Counties or are otherwise approved by the building inspector of Jefferson and/or Shelby Counties), directional and informational signage. In addition, all signage standards must be approved by the Association.

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

3.12 HVAC and Plumbing Components. 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. No plumbing or heating vent shall be placed on the front of house, but only the side or rear as required.

3.13 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 affected by authorized outside mechanics.

3.14 Clothes Lines. 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.

3.15 Yards. 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.

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

3.17 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 any neighborhood sidewalks or block driveways serving any of the other lots within the property. Curbside overnight parking shall not be permitted for permanent residents. All vehicles must be garaged or parked in driveways overnight. Curbside parking shall be permitted for visitors, only if off-street parking is inadequate, provided that such parking does not (i) interfere with the safe passage of safety and emergency vehicles and other vehicles, or (ii) block or prohibit access to emergency equipment such as fire hydrants. Any vehicle violating these Parking Restrictions shall be subject to towing at the vehicle owner's expense, without the Association incurring any liability therefor.

3.18 Prohibition on Tree Cutting. 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.

3.19 Pools. All pools must have ACC approval.

ARTICLE IV ARCHITECTURAL CONTROL COMMITTEE

4.1 Establishment. The Association may establish an Architectural Control Committee (the "ACC"). The ACC shall be initially composed of at least two (2) members each of whom shall be elected by a majority vote of the members of the Association. Any member of the ACC may also be removed by a majority vote of the members of the Association.

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.

4.2 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.

4.3 Interior Modifications. 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.

4.4 Submission of Plans. 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.

4.5 Liability of ACC. 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.

4.6 Reservation of Easements. 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.

4.7 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 and/or the Association. Some, but not all, of these minimum standards include the following:

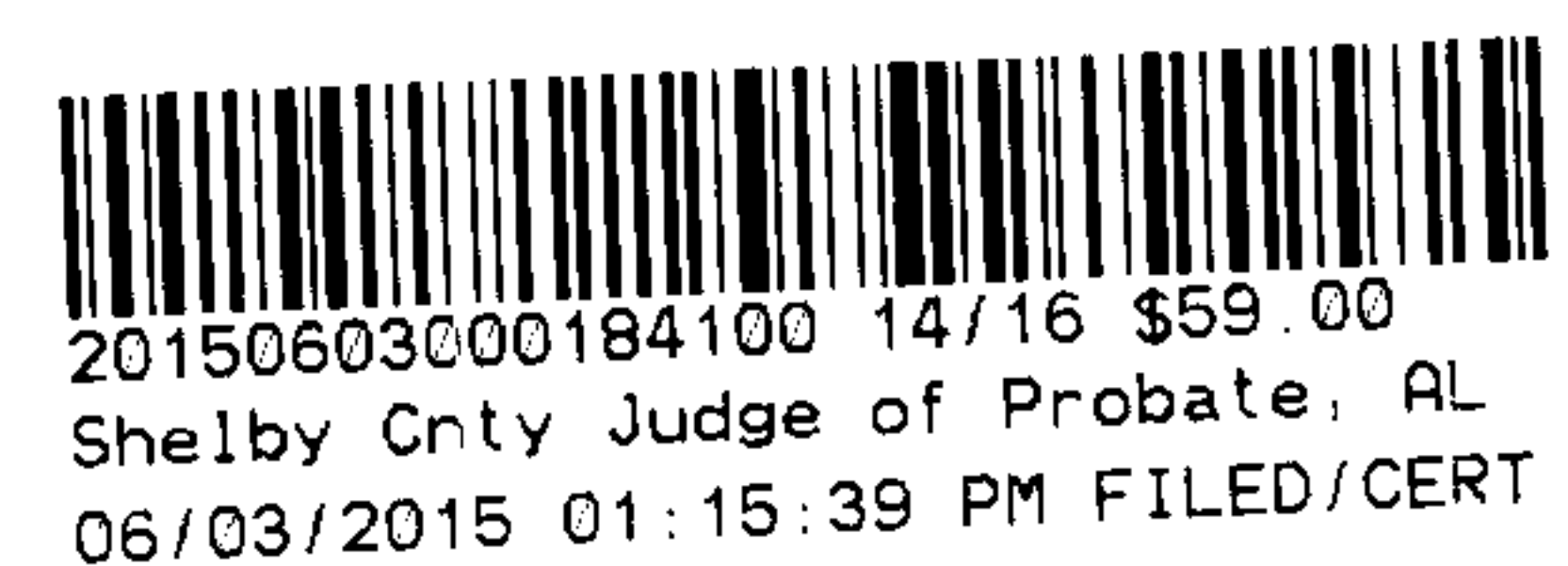
- (a) All windows shall be wooden and approved by the ACC. Superior alternates to wood, such as special clad windows, may be submitted to the ACC for approval.
- (b) All driveways must be of concrete construction or pavers approved by the ACC.
- (c) The color and brand of the roof must be same as originally 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.

4.8 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.

ARTICLE V MISCELLANEOUS

5.1 Term. This Amended Declaration, including all of the covenants, conditions, and restrictions hereof, shall run with and bind the land and shall inure to the benefit of and be enforceable by the Association, or any Owner, their respective legal representatives, heirs, successors and assigns, until December 31, 2045, unless amended as herein provided. After December 31, 2045, this Amended Declaration, including all such covenants, conditions, and restrictions hereof, shall be automatically extended for successive periods of ten years unless an instrument signed by Owners entitled to cast at least 80% of the number of votes entitled to be cast, has been recorded, agreeing to amend said covenants, conditions and restrictions in whole or in part; provided that no such instrument shall be effective unless made and recorded three years in advance of the effective date of such amendment, and unless written notice of the proposed amendment is sent to every Owner at least 90 days in advance of any action taken by the Owners.

5.2 Amendment. In addition to the methods set forth herein, this Declaration may be amended by the recording of an instrument executed and acknowledged by the President and Secretary of the Association, setting forth the amendment and certifying that such amendment has been approved by Owners entitled to cast at least 80% of the number of votes entitled to be cast.

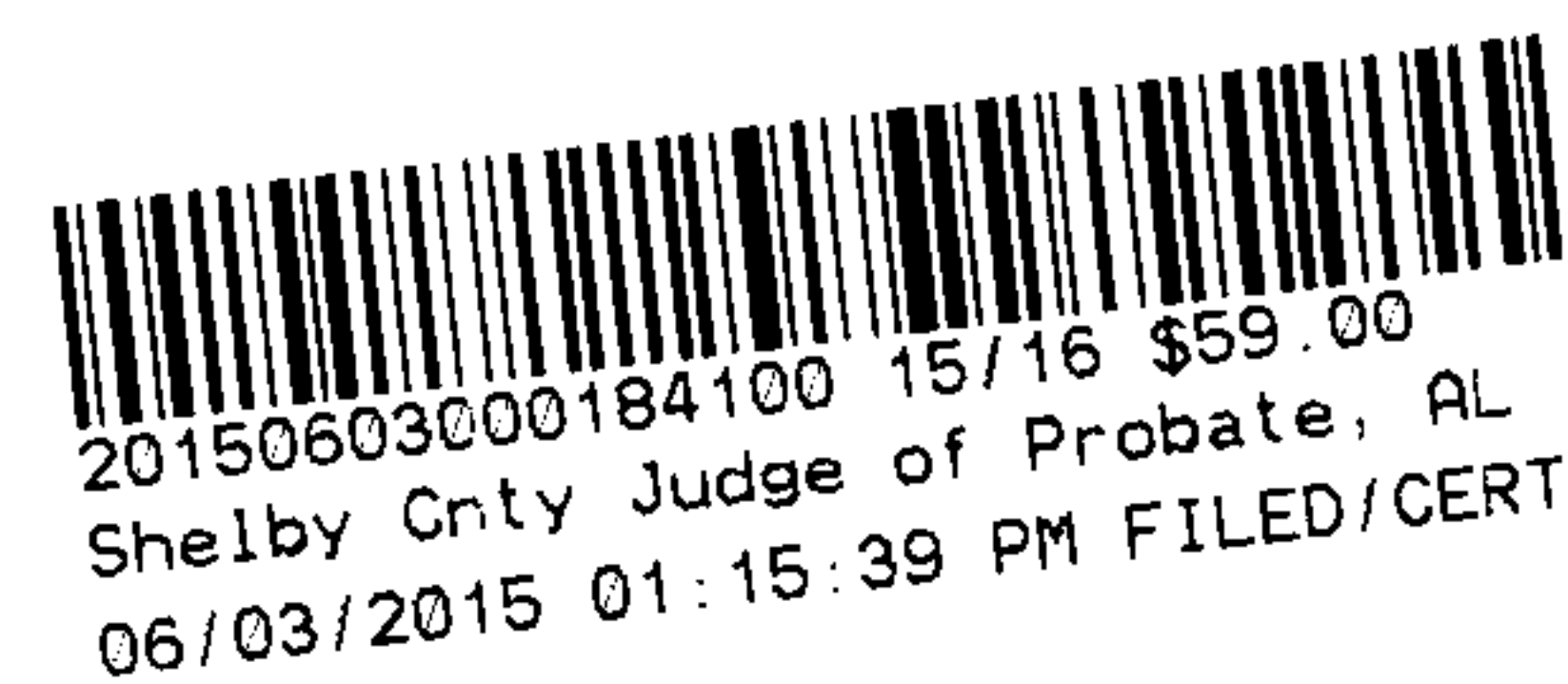


5.3 Separability. Each and every covenant and restriction contained herein shall be considered to be an independent and separate covenant and agreement and in the event any one of more of said covenants or restrictions shall, for any reason, be held to be invalid or unenforceable, all remaining covenants and restrictions shall nevertheless remain in full force and effect.

5.4 Covenants Run with the Land. 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.

5.5 Parties Benefited. 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: (i) 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.

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IN WITNESS WHEREOF, the said Declarant, Mr. Robert G. Sproul, Jr. and Lynn Phifer, President of Bridgewater Park Homeowners Association, representing lot Owners of Bridgewater Park do execute this instrument, on the 5th day of May, 2015.

**THE SPROUL COMPANY
OF ALABAMA, INC.**

**BRIDGEWATER PARK
HOMEOWNERS ASSOCIATION**

By: [Signature]
Declarant - Robert G. Sproul, Jr., President

By: [Signature]
Lynn Phifer, President, BPHOA

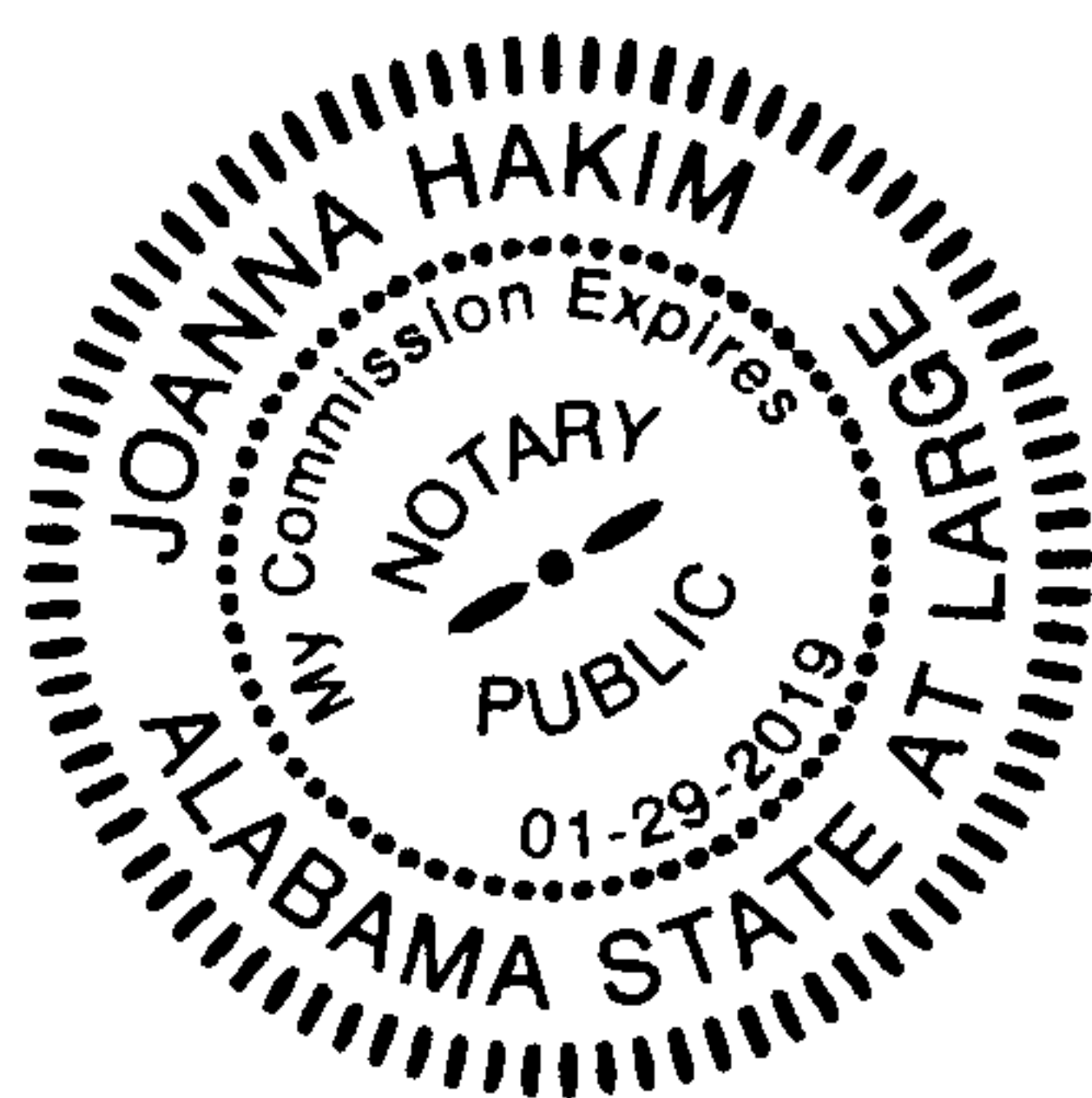
State of Alabama

County of Jefferson

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

I, the undersigned, also hereby certify that Lynn Phifer, whose name as President of Bridgewater Park Homeowners Association is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, executed the same voluntarily on the day same bears date.

Given under my hand and seal this the 5th day of May, 2015.



[Signature]
Notary Public
My commission expires: 1-29-2019

20150603000184100 16/16 \$59.00
Shelby Cnty Judge of Probate: AL
06/03/2015 01:15:39 PM FILED/CERT

20150602000538920 16/16
Bk: LR201513 Pg:8931
Jefferson County, Alabama
06/02/2015 01:38:58 PM REST
Fee - \$61.00

Total of Fees and Taxes-\$61.00
MOATES

[INDIVIDUAL OWNERS' SIGNATURES ON FILE]