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(02-12-98)

DECLARATION OF PROTECTIVE COVENANTS  
FOR BRIDLEWOOD PARC  
AS RECORDED IN MAP BOOK 17, PAGE 34, 111, and Map Book 20 pg. 41  
IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA

STATE OF ALABAMA}  
SHELBY COUNTY}

KNOW ALL MEN BY THESE PRESENTS, that:

WHEREAS, the Bridlewood Parc Homeowner's Association members, are the owners of the following described properties:

Bridlewood Parc, as recorded in Map Book 17, Page 34,  
Shelby County, Alabama Map Book 17 page 111  
Map Book 20 page 41

WHEREAS, the Bridlewood Parc Homeowner's Association desires to subject said Property and each lot located in said survey to the conditions, limitations and restrictions hereinafter set forth.

NOW, THEREFORE, the Bridlewood Parc Homeowner's Association does hereby expressly adopt the following protective covenants, conditions and limitations for said subdivision:

THAT said Property and each lot located in said subdivision shall be and the same are hereby subject to the following conditions, limitations and restrictions.

I. EXCLUSIVE RESIDENTIAL USE AND IMPROVEMENTS

A. The following definitions will be used throughout the covenants:

- A lot shall be known and described as a residential lot and shall be used for single-family residential purposes exclusively.
- A dwelling shall be known and described as a single-family home.
- A building shall be known as and described as a building that is not a dwelling.
- The subdivision shall be known as and described as Bridlewood Parc, as recorded in Map Book 17, Page 34, 111, Shelby County, Alabama.  
Map Book 20 Page 41

B. Only detached single-family dwellings, not to exceed two and one-half stories, and a private garage for not less than two cars are permitted on a residential lot.

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- C. No dwelling or building shall be located on any lot nearer to the front lot line than 20 feet or nearer to the side street than 20 feet as shown on the recorded plat. No dwelling or building shall be located nearer than 20 feet to any side street line. For purposes of this covenant, eaves, steps, and open decks or terraces shall not be considered a part of a dwelling or building: provided, however, that this shall not be construed to permit any portion of a dwelling or building on a lot, or to encroach upon another lot.
- D. Each dwelling, exclusive of open porches, garages, and basements shall meet the following size restrictions: all dwellings must have a minimum of 1,600 square feet of living (heated and cooled) area.
- E. No lot in the subdivision shall be further subdivided.
- F. No aluminum siding shall be installed on the exterior of any dwelling.
- G. No television, radio antennas, or non-digital satellite or microwave dishes shall be placed on any lot in the subdivision unless approved in writing by the Architectural Control Committee. Digital satellite and microwave dishes will be allowed on rear roof tops only and may be allowed on side roof tops with approval of the Architectural Control Committee.
- H. Wherever any curbs, gutters, or sidewalks 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, gutters and sidewalks. The Architectural Control Committee must be contacted before any such construction begins.
- I. No lot shall be cultivated for crops of any sort, except for kitchen gardens of reasonable size, which must be located to the rear of any dwelling.
- J. Fences may be constructed in the rear of the dwelling but shall not be constructed nearer to the front of the lot than 10 feet forward from the front rear building line of the dwelling. With respect to corner lots, no fence may extend to the side street past the rear corner of the dwelling. The only permissible materials to be used for fencing are wood or products of a synthetic wood nature. The fencing cannot exceed eight (8) feet in height. The design to be used in fencing shall be approved, 10 business days in advance, by the Architectural Control Committee.
- K. No automobile or other vehicles shall be stored on any lot, common area, or kept on blocks, unless in the basement or garage of a dwelling. No vehicles or trailers of any kind may be parked on the front yard, sidewalk, or side yard of a lot at any time. Boats, utility trailers, recreational vehicles, and travel trailers must either be parked or stored in the basement, garage, or in the rear of the dwelling behind a privacy fence and must not exceed eight (8) feet in height. No tractor trailer

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trucks, panel vans, or other commercial truck in excess of one (1) ton classification shall be parked or stored on any Lot or Common area.

- L. No yard art will be permissible except Holiday decorations and limited to use during the Holiday time of the year.

## **II. BRIDLEWOOD PARC HOMEOWNER'S ASSOCIATION**

- A. Every owner of a lot in Bridlewood Parc is subject to assessment, shall be a member of the Association, and is bound to observe the provisions of the Protective Covenants. This obligation for mandatory membership shall run with the land and may not be separated from any lot.
- B. The Association shall have one (1) class of voting membership. The members 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.
- C.
  - (1) There will be an annual assessment of Twenty-five Dollars (\$25.00) to be paid for the maintenance of the entranceway, landscaping and any other deemed common area of the subdivision. The annual assessment is due January 1 of each year and considered late on the first business day following February 15. A late fee of Five Dollars (\$5.00) will be charged on each day following February 15 that the assessment is not paid, with a maximum penalty of Twenty-five Dollars (\$25.00). After February 15, a delay in payment shall constitute grounds for a lien on the property. The assessment will be payable to The Bridlewood Parc Homeowner's Association, P.O. Box 564, Helena, AL 35080.
  - (2) The maximum annual assessment may not be increased each year by more than five percent (5%) of the previous year's assessment without a quorum vote, as defined in the by-laws, of the Homeowner's Association. The Homeowner's Association may set the annual assessment at an amount not to exceed Fifty Dollars (\$50.00), unless greater assessment is approved by a quorum vote, as defined in the by-laws, of the Homeowner's Association.

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### III. GENERAL REQUIREMENTS

- A. It shall be the responsibility of each owner to prevent the occurrence of any unclean, unsightly, or unkempt conditions of dwellings, or grounds on their lot, which shall tend to decrease the beauty of the specific area or of the neighborhood as a whole.
- B. No weeds, underbrush, or other unsightly growth shall be permitted to grow or remain upon any part of a lot and no refuse pile or unsightly objects shall be allowed to be placed or allowed to remain upon any part of a lot. The Bridlewood Parc Homeowner's Association reserves the right (after 10 days notice to the Owner) to enter any residential lot during normal working hours for the purpose of mowing, removing, cleaning, or cutting underbrush, weeds, other unsightly growth, or trash which, in the sole opinion of the Bridlewood Parc Homeowner's Association, detracts from the overall beauty and safety of the subdivision. The Association may charge the Owner a reasonable cost, the prevailing rates, for such services. In the event this cost is not paid in thirty (30) days, the Association may acquire a lien for the amount of the outstanding cost. This lien will be enforced by resorting to appropriate proceedings at law or equity.
- C. No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any lot, except dogs, cats, or other household pets. These pets may be kept provided they are not bred or maintained for any commercial purposes. Household pets are restricted to fenced backyards, dwellings, or leashes.
- D. No noxious or offensive trade or activity shall be carried on any lot or any other activity which may be or become an annoyance or nuisance to the neighborhood.
- E. No oil drilling, oil development operation, oil refining, quarrying, or mining operations of any kind shall be permitted on, or in any lot. Additionally, no oil wells, tanks, tunnels, mineral excavations, or shafts will be permitted on 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.
- F. No trash, garbage, or other refuse shall be dumped, stored, or accumulated on any lot. 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 placed or screened by shrubbery or other appropriate material, approved in writing by the Committee, as not to be visible from any road or waterway within sight distance from the lot at any time except during refuse collection. No outside burning of wood, leaves, trash, garbage, or household refuse shall be permitted.

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- G. No buildings of a temporary character, house trailer, basement, tent, or shack shall be used at any time as a residence, either temporarily or permanently, except in the event of a natural disaster.
- H. 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 as 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.
- I. No sign of any kind shall be displayed to the public view on any lot except one professional sign of not more than two (2) square feet, one sign of not more than six (6) square feet advertising property for sale or rent. All signs shall comply with design specifications of the Architectural Control Committee. No signs shall be nailed to trees or affixed to neighborhood signs.
- J. During construction, all vehicles, including those delivering supplies, must enter the lot on the driveway only as approved by the Architectural Control Committee, so as not to unnecessarily damage trees, street paving, and curbs. Any damage not repaired by the contractor will be repaired by the Bridlewood Parc Homeowner's Association(after 10 days written notice) and will be charged to the contractor (or Owner) at a reasonable cost, the prevailing rates, for such services. In the event this cost is not paid in thirty (30) days, the Association may acquire a lien for the amount of the outstanding cost. This lien will be enforced by resorting to appropriate proceedings at law or equity. During construction, all builders must keep the dwellings, garages, and building sites clean. All building debris, stumps, trees, etc. must be removed from each building lot by the builder as often as necessary to keep the dwelling and lot to the standards as set forth in the Protective Covenants. Such debris will not be dumped in any area of the subdivision.
- K. When the construction on any dwelling, building, or lot has begun the work must be completed within six (6) months.
- L. Garage doors must be kept closed at all times except when garage is in use.
- M. Outside air conditioning units may not be located in the front yard but must be located only on the side or rear. No window or wall units will be allowed.

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- N. Plumbing or heating vents shall not be placed on the front of the dwelling, but only on the side or rear.
- O. All swimming pools must have Architectural Control Committee approval. No above ground swimming pools shall be permitted.
- P. Owners cannot install any clotheslines for the purpose of hanging clothes/wash/laundry. Any such display of hanging clothes/wash/laundry cannot be visible from any street within the subdivision.
- Q. Concrete block foundations will not be exposed on the front, rear, or sides of the dwellings constructed in this subdivision.
- R. All dwellings shall have fully sodded front yards, except that a nature area may be created by approval of the Architectural Control Committee. 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 must be maintained to avoid erosion.
- S. Freestanding basketball goals may not be placed closer to the street than the rear building line of the dwelling. Basketball goals may be affixed to the dwelling above the garage entries only on side entry garages.
- T. Tree houses are not permitted.

#### **IV. ARCHITECTURAL CONTROL COMMITTEE AND PLAN APPROVAL**

- A. The Architectural Control Committee (the Committee) is to be under the control of the Bridlewood Parc Homeowner's Association Board of Directors. The Committee Chairperson is elected by the members in a quorum vote, as defined in the by-laws, of the Homeowner's Association. The chairperson will then appoint the remainder of the Committee.

A majority of the Committee may designate a representative to act for it. In the event of the death or resignation of any member of the Committee, the remaining members shall have full authority to designate a successor. Neither the members of the Committee 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, record owners of a majority of the lots shall have the power, through a duly recorded written

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instrument, to change the membership of the Committee, or to withdraw from the Committee or restore to it any of its power and duties.

- B. All plans for any dwelling or building of improvement to be erected on or moved on or to any lot, its proposed location thereof on any lot or lots, the exterior construction material, roofs, and any later changes or additions to the exterior of a dwelling or building on any lot, after initial approval, shall be subject to and require the approval in writing of the Committee before any work is commenced. Construction may not be started before receipt of a letter of Approval from the Committee, a copy of which must be signed by the Owner, and returned to the Committee for retention. The Architectural Control Committee reserves the right to approve the dwelling and any structure such as outbuildings or garages to be built on any lot whether built by initial or subsequent lot purchaser. Buildings shall be no larger than 8'x10'.
- C. Exterior color change approval is not necessary if you wish to repaint your exterior the same color as is on your dwelling presently, or is not necessary if the exterior color is being used on any other dwelling within the subdivision. If the color you wish to paint your exterior is not in the subdivision, Architectural Control Committee is required.
- D. Any remodeling, reconstruction, alterations, or additions to the interior of any existing dwelling shall not require the written approval of the Committee, but shall comply with all restrictions and covenants.
- E. One set of prints of the drawing (herein referred to as "plans"), for each dwelling or building proposed to be constructed on each lot shall be submitted for review and approval or disapproval by the Committee before the construction begins.
- F. The Committee's approval or disapproval as required in these covenants shall be in writing. In the event the committee, or its designated representative, fails to approve or disapprove submitted plans and specifications which have been submitted to it, within ten (10) business days after receipt of same, then such plans and specifications shall be deemed to have been approved by the Committee and the related covenants herein shall be deemed to have been fully complied with.
- G. Neither the Committee nor any architect or agent nor the Bridlewood Parc Homeowner's Association shall be responsible to check for any defects in any plans of specifications submitted, revised, or approved in accordance with the foregoing provisions, or for any structural or other defects in any work done according to such plans and specifications. It is specifically understood and agreed that any approval given by the Committee shall not be deemed warranty,

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either expressed or implied, or approval of the structural integrity or soundness of any structure to be erected on any lot in the subdivision.

- H. The Bridlewood Parc Homeowner's Association reserves for itself, its successors and assigns, the right to use, dedicate, and/or convey to the State of Alabama, the City of Helena, and/or to appropriate utility companies right-of-way or easement 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 strips of land ten (10) feet in width along the rear property line of each lot and five (5) feet in width along each side line of each lot.
- I. 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 or more of said covenants or restrictions shall, for any reason, be held invalid or unenforceable, all remaining covenants and restrictions shall nevertheless remain in full force and effect.
- J. The Bridlewood Parc Homeowner's Association, and only that entity, may make any additional covenants and restrictions that are not inconsistent with and which do not lower the standards of the covenants and restrictions set forth herein.
- K. The covenants and restrictions herein shall be deemed to be covenants running with the land. If any person shall violate or attempt to violate any of such restrictions or covenants, the Bridlewood Parc Homeowner's Association, or any person owning any lot in the subdivision may lawfully: (a) prosecute proceedings at law for the recovery of damages against the person or persons so violating or attempting to violate any such covenant or restrictions, or (b) 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; provided, however, that the remedies contained in this paragraph shall be construed as cumulative of all other remedies now or hereafter provided by law.
- L. 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) a 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 subdivision; and (3) privity of contract for respective heirs, executors, administrators, successors, and assigns of each lot.

Prohibited construction. No construction on any lot shall be permitted or commenced until such time as all sewer impact fees and connection costs shall have been paid to the City of Helena, Alabama by the lot owner.

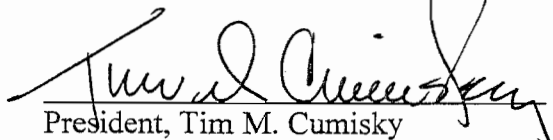
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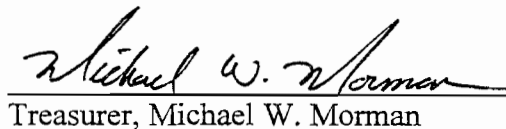
No fence, barrier, blind, or other obstruction shall be erected, constructed, or devised in that part of the side yard of any dwelling which obstructs the full or part view from one dwelling to the next, except as stated in section I paragraph J. The side yard of any dwelling consists of that amount of property which lays between two dwellings beginning at the front and running to the rear of each dwelling.

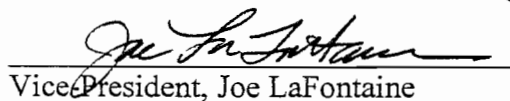
These covenants and restrictions may be altered only with the consent of a quorum, as defined in the by-laws, of the Bridlewood Parc Homeowner's Association.

- M. Any deviations from these covenants prior to February 13<sup>th</sup>, 1998 as approved by the membership shall be excused due to the non-enforcement of the covenants and restrictions prior to this date. Declarations of Protective Covenants for Bridlewood Parc are enforceable as of February 13<sup>th</sup>, 1998.


IN WITNESS WHEREOF, the **Bridlewood Parc Homeowner's Association** has executed this instrument on the 30 day of April, 1998.

  
President, Tim M. Cumisky

  
Treasurer, Michael W. Morman

  
Vice President, Joe LaFontaine

  
Member-at-large, Rich Murden

  
Secretary, Wilbur G. Barrett

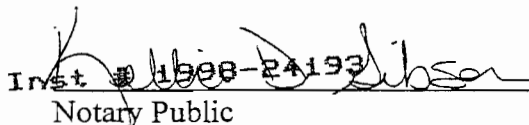
STATE OF ALABAMA }  
SHELBY COUNTY }

I, the undersigned a Notary Public in and for said County, in said State, hereby certify that the above signed, Directors of Bridlewood Parc Homeowner's Association, is signed to the foregoing covenants and who is known to me, acknowledged before me on this day that, being informed of the contents of the covenants, they, as such officers and with full authority, executed the same voluntarily.

Given under my hand and seal this the 30<sup>th</sup> day of April, 1998.

My commission expires:

My Commission Expires Sept. 25, 2001

  
Inst # 1998-24193  
Notary Public

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SHELBY COUNTY JUDGE OF PROBATE  
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