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Lauderdale County, AL
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BRIDGE HILL

Declaration of Conditions, Covenants and Restrictions

The undersigned, Phillips Builders Inc. and Dean Phillips Homes Inc., being the owners and developers of all the property embraced in that subdivision known and designated as Bridge Hill according to the plat thereof prepared by Jamie Alexander, and recorded in the Office of the Judge of Probate of Lauderdale County, Alabama. The legal description for above stated subdivision is as follows:

Being a part of the Southeast 1/4 of the Southwest 1/4 of Section 32, Township 1 South, Range 9 West, Lauderdale County, Alabama, more particularly described as beginning at an existing iron pin locally accepted as the Northeast corner of the Southeast 1/4 of the Southwest 1/4 of said Section 32; thence South 01 degrees 39 minutes 19 seconds West for 1341.06 feet to point in the centerline of County Road 393; thence North 88 degrees 43 minutes 26 seconds West and along the centerline of said County Road 393 for 915.05 feet; thence North 01 degrees 17 minutes 17 seconds East for 453.32 feet to an iron pin set with cap; thence North 89 degrees 21 minutes 23 seconds West for 234.01 feet to a point in the centerline of Bridge Road; thence along the centerline of said Bridge Road, generally, the following bearings and distances: North 00 degrees 16 minutes 39 seconds West for 193.04 feet, North 01 degrees 11 minutes 23 seconds West for 192.26 feet, North 01 degrees 59 minutes 17 seconds West for 130.65 feet, North 04 degrees 11 minutes 26 seconds West for 153.54 feet and North 07 degrees 13 minutes 10 seconds West for 183.65 feet; thence North 89 degrees 23 minutes 00 seconds East for 1221.20 feet to the point of beginning and containing 32.98 acres, more or less, subject to 1/2 the right-of-way for County Road 393 on the South side thereof and subject to 1/2 the right-of-way for Bridge Road on the West side thereof.

All lots in Bridge Hill are subject to the following conditions, covenants and building restrictions (collectively referred to as "Covenants").

i. General Conditions:

1. These Covenants are to run with the land and shall be binding on all the parties and all persons claiming under them for (10) years from the date of when the subdivision plat is filed of record in the Office of the Judge of Probate of Lauderdale County, Alabama, after which time said Covenants shall be automatically extended for successive periods of (1) year, unless by vote of at least (75%) of lots owners of record at such time. No amendment is effective until it is duly recorded. There shall be one vote for each lot owned regardless of whether there is more than one record owner of each lot. Lot owners shall have one vote for each lot owned.

2. If any person shall violate or attempt to violate any of the covenants herein, it shall be lawful for any other person or persons owning any real property situated in said subdivision or Bridge Hill Homeowner's Association, to be formed, to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenant and either to prevent him or them from doing or to recover damages for such violation, or both, and in the event of a breach of said Covenants, the person or persons committing the breach shall pay all cost of enforcing these covenants, including a reasonable attorney's fee.

3. Invalidation of any one of these Covenants by judgement or court order shall in no way affect any of the other provisions, which shall remain in full force and effect.

II. Covenants and Restrictions:

1. All lots shall be used for single-family residential purposes. No structure other than single-family dwellings not exceeding two and one-half stories in height and appurtenant garages and other outbuildings shall be erected or shall be permitted to remain on any lot or combination of lots. No structure of any kind (including outbuildings) shall be built on said property until the plans for the same have been approved by the "Architectural Control Committee."

2. All dwellings constructed upon said property shall be of a permanent residential type. Manufactured or prefabricated buildings may be constructed with the specific approval of the Architectural Control Committee, but the decision of said Committee shall be final and binding on this issue. All dwellings must have a finished living area, exclusive of basements, outbuildings, carports, garages, terraces, porches and the like, of at least 1450 square feet if a one story house, 1700 square feet if a one and one-half story house and 2000 if a two story house. All dwellings must have an attached two car garage with a door or doors suitable for blocking the view into the garage from the street.

3. Exterior siding shall be brick, stone, wood, synthetic stucco, vinyl, or any other substance approved by the Architectural Committee. When concrete block is used for foundations, it must be covered with concrete or plaster. All driveways of said subdivision shall be concrete or brick, unless approved by the Architectural Control Committee. No primary residence shall be located on any lot nearer than (8) feet to either side lot line (ten feet if there is a utility easement on the side boundary line); however, for corner lots bounded on the front and side by a street, the front and side set back line shall be (35) feet. The front building setback line shall be no nearer than (35) feet to the front property line. No residence in said subdivision shall be located on any lot nearer the rear lot line than (25) feet. No outbuilding in said subdivision shall be located on any lot nearer the rear lot line than (10) feet. Before the commencement of the construction of any building upon any lot, the plans, specifications and plot plan therefore shall be submitted for approval by the Architectural Control Committee, showing the location of the building on said lot. For the purpose of this covenant, eaves and steps shall not be considered as part of a building; provided, however, that this shall not be construed to permit any portion of a building to encroach upon another lot. Where the phrase "lot line"

is used herein, the same shall be construed to mean the property ownership line if the context so indicates.

4. No basement, tent, shack, garage, barn, outbuilding, or other non-permanent structure erected upon any lot in Bridge Hill shall at any time be used as a residence, temporary or permanent. No commercial truck, trailer, bus, bus body, mobile home, camper or like structure shall be parked in the subdivision street or driveway for a time longer than 24 hours, per 30 day window, without express permission from the Architectural Control Committee. The intention being that the streets be kept unobstructed for safety and aesthetic purposes. Likewise, these items cannot be used at any time as a residence. No residence of a temporary character shall be permitted in Bridge Hill. Items such as boats, jet skis, trampolines, above ground swimming pools, campers and motor homes are permitted if kept in the backyard behind a privacy fence. The Architectural Control Committee shall have and retain authority to enforce this covenant. No outbuildings or the like will be permitted without the written approval of the Architectural Control Committee. All outbuildings must be of a permanent nature and have a permanent foundation. Components used on the primary residence should be used on any outbuilding unless otherwise approved by the Architectural Control Committee.

5. No fences shall be placed on any lot except upon the written approval of the Architectural Control Committee. No fence will be permitted unless it is (65) feet back from the front property line. Only wooden, brick, and vinyl fences shall be approved by the Architectural Control Committee. No chain link fencing is permissible unless it is within an approved privacy fence. The cosmetically aesthetic side of all fences shall face the exterior. Mailboxes will be provided and installed by the builders at the time of construction. Any subsequent mailbox from the original must be approved by the Architectural Control Committee.

6. No animals, livestock, or poultry of any kind shall be raised, bred or kept on any lot, except dogs, cats, or other household pets. Household pets may not be bred for commercial purposes. No owner shall keep or maintain any pet or animal that has a vicious propensity or that becomes a nuisance to the neighborhood. No lot may be used for agricultural purposes, except that a private vegetable garden may be maintained on the rear one-third of each lot. No exterior clothes line shall be placed upon a lot unless a fence blocks the view of said clothes line from the outside lot. No business or trade of any kind or other commercial enterprise or noxious activity shall be engaged in or carried on upon any lot or on said property, nor shall anything be done thereon which becomes an annoyance, danger or a nuisance to the neighborhood.

7. All lawns and shrubbery shall be maintained to protect the character of the neighborhood. If a lawn becomes unsightly the Architectural Control Committee can approach the homeowner with the issue. The homeowner will then be given a short time frame to correct the lawn maintenance problem. The Architectural Control Committee can have lawn maintenance done and bill the homeowner if this is deemed necessary. The street frontage of all lots shall be maintained clean and free of overgrowth at all

times. No lot shall be used or maintained as a dumping ground for rubbish or garbage. Trash and other waste shall not be kept except in sanitary containers.

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

9. No sign of any kind shall be displayed in public view on any lot, except one professional sign of not more than (2) square feet. Also permissible would be one sign of not more than (5) square feet advertising the property for sale or rent. This covenant regarding signage would not apply to subdivision entrances.

10. Perpetual easements are reserved for utility installation and maintenance as set forth on said recorded plat.

11. The Architectural Control Committee for this subdivision shall consist of no more than (5) persons. These persons shall be designated by Phillips Builders Inc. and Dean Phillips Homes Inc. In the event that one of these corporations is dissolved, the remaining corporation shall appoint the members of the Architectural Control Committee. These corporations, at some future time may relinquish their authority to select Committee members to the Committee itself. If situations exist at Bridge Hill that warrant the corporations/developers be contacted, the Architectural Control Committee retains the authority to contact these persons and enquire about "original intent." A quorum shall be all (5) Committee members and a majority vote of the members shall control. If an Architectural Control Committee member cannot attend a meeting, his or her position on any issues may be presented in writing. Any question submitted to the Committee for a vote can be submitted either orally or in writing. An approval or disapproval letter from the Architectural Control Committee shall be given to any requesting individual within (30) days. If the Committee needs further time reviewing an issue, the Committee should give the requesting individual a letter in writing stating the reasons and time frame for such delay. To be effective, letters from the Architectural Control Committee must be reduced to writing with the signature of each member of the Committee. The Architectural Control Committee shall be vested with authority and power to pass upon, by approval or disapproval, any changes in these protective covenants.

12. Members of the Architectural Control Committee will automatically become the leaders of the Homeowner's Association. These leaders will be exempt from yearly Homeowner's Association dues because of their service to Bridge Hill. During the development of the subdivision, the builders will hold these positions until other members are designated. At which time the builders decide to remove themselves from the Architectural Control Committee/ Homeowner's Association, other property owners will be selected by the builders to fill the position up to (5) residents. Members of the Architectural Control Committee will be responsible to the Homeowners Association of Bridge Hill to collect the yearly dues and report expenditures. A yearly Homeowner's

Association expenditure report will be given in the first quarter of every year to every residence in Bridge Hill. Yearly dues will be \$100.00 at the time of development of said subdivision and will be fixed for a period of (5) years from the date of these restrictions being recorded. A yearly statement will be sent from the Homeowner's Association leaders to each residence in the first quarter of every year. Dues that are more than 45 days late may incur a late charge of \$25.00. The maximum yearly amount that can be charged for Homeowner's Association fees at Bridge Hill is \$150.00. These yearly dues are to maintain the front entrance, side entrance and common areas. Seasonal plant replacement, common area lighting, and common area holiday decorations for Bridge Hill would be items that would be funded by Homeowner's Association dues. Also, needed legal advice by the Architectural Control Committee or Bridge Hill Homeowner's Association leaders could be funded by the yearly dues. No proration of Homeowner's Association dues will be given back to an owner if a residence is sold during the year. Homeowner's Association fees cannot be used for any upgrades to any individual residence in Bridge Hill.

STATE OF ALABAMA
LAUDERDALE COUNTY

Before me, the undersigned authority, appears Vernon Phillips Jr. and Vernon Dean Phillips III who are Presidents of corporations named, Phillips Builders Inc. and Dean Phillips Homes Inc. acknowledge before me on this day that they are informed of the contents of said document. They as officers and with full authority execute the same voluntarily for and as the act of said corporations, acting in its capacity as Presidents, as aforesaid.

Vernon Phillips Jr. President/ Phillips Builders Inc.

Vernon Phillips Jr.

Vernon Dean Phillips III President/ Dean Phillips Homes Inc.

Vernon D Phillips III

Notary Public

Lee M. Haddock

My commission expires: 9.13.2011

