

State of Alabama-Mobile County
I certify this instrument was filed on:
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S.R. FEE \$24.00
RECORDING FEES \$21.00
TOTAL AMOUNT \$23.00

2010057011
Don Davis, Judge of Probate

STATE OF ALABAMA)
COUNTY OF MOBILE)

21.00
2.00
23.00

DECLARATION OF RESTRICTIONS AND COVENANTS

BRIDGEWATER UNIT II

KNOW ALL MEN BY THESE PRESENTS, that this Declaration of Restrictions and Covenants is made, adopted, published and declared this the 15th day of September, 2010, by Power Real Estate, Inc., hereinafter sometimes referred to as "Owner";

WITNESSETH:

WHEREAS, the undersigned is the Developer of the real property in the County of Mobile, Alabama, and described as follows:

Bridgewater Subdivision as per plat thereof recorded in Map Book 124,

Page 100, of the records in the Office of the Judge of Probate of Mobile County, Alabama.

WHEREAS, Developer is desirous of placing certain restrictions, conditions and reservations (hereinafter collectively referred to as "restrictions") upon the above described property in accordance with a general scheme or plan in order (a) to protect the owners of each lot against improper use of surrounding lots as will depreciate the value of the property, (b) to preserve, as far as practicable, the natural beauty of each lot, (c) to insure the creation of attractive, well designed, properly proportioned and appropriate homes of suitable materials with appropriate locations on said lots, (d) to insure proper building setbacks from street and lot lines, (e) to provide adequate free space between structures, and (f) in general, to assure the best and most appropriate development, improvement and maintenance of the subdivision and each lot therein:

NOW, THEREFORE, Developer does hereby impose the following protective restrictions:

1. RESIDENTIAL USE ONLY: All lots in the subdivision shall be known and described as residential lots. No lot may be improved, used or occupied for any purpose other than as a private residence, and there shall be only one such residence per lot. No flat, duplex, apartment houses, group apartments, or condominium, though intended for residential purposes, may be erected, or placed thereon.
2. ARCHITECTURAL COMMITTEE: No building or other improvement shall be erected, placed or altered on any lot in this subdivision until the building plans, specifications, and plot plan showing the location of such building have been approved in writing as to conformity and harmony of external design with existing structures in the subdivision, as to location of the building with respect to topography and finished ground elevation and as to compliance with all other requirements of these restrictions, by an Architectural Committee composed of Paul S. Powers or Melissa Coffey, or by a representative designated by the member of said committee. The committee shall be provided all available documentation, including construction contracts, showing the nature and extent of the improvements to be undertaken and the time frame within which the improvements are to be completed. In the event of death or resignation of either a member of said committee, the remaining member shall have full authority to appoint a successor member and to approve or disapprove such design and location, or to designate a representative with like authority. In the event said committee, or its designated

representative fails to approve or disapprove such design and location within thirty (30) days after said plan and specification have been submitted to it or, in any event, if no suit to enjoin the erection of such building or the making of such alterations has been commenced prior to the completion thereof, such approval will not be required and this covenant will be deemed to have been fully complied with. Such deemed approval shall be only with regard to those matters subject to approval by the Architectural Committee and does not compromise applicable governmental regulations regarding subdivisions in general. If such plans and specification are disapproved, written notice of such disapproval shall be given to the submitting lot owner in person or by the U.S. Mail. Neither the members of such committee, nor its designated representative, shall be entitled to any compensation for services performed pursuant to this covenant. The developer shall have the right to and it is anticipated that the developer shall permanently designate the Property Owner Association as the representative of the Architectural Committee at such time as the developer determines such designation to be appropriate. All proposed building or construction plans, specification, plot plans or related data, drawings, or request for approval, shall be submitted to the Developer at 3933 Moffett Rd. Mobile, AL 36618.

3. BUILDING LOCATION: The minimum building setbacks on all lots will be as shown on the recorded plat. However, all house locations must be approved in writing by the Architectural Committee. The side yard and rear lot line setbacks on all lots will remain at five (5) feet unless otherwise specified herein or approved as above by the Architectural Committee. For the Purpose of this covenant, steps shall be considered as part of a building; but they shall not encroach closer than five (5) feet on any side lot line, without prior written approval of the Architectural Committee. All building locations must also comply with the Ordinances and setbacks or sidelines to secure any necessary approval from governmental authority and other property owners and to cause to be recorded such map or plat as may be required to accomplish such change.

4. RE-SUBDIVISION: There shall be no re-subdivision of any lot or combination of lots so as to create any additional lot, and no combination of lots so as to form a lesser number of lots unless approved by the Architectural Committee of the Developer. Lot lines may be relocated at the discretion of the governmental authority having jurisdiction of subdivisions upon application by adjoining owners when such relocation is in the opinion of such authority, in harmony with the existing lots and necessary to make said lots conform to existing conditions.

5. OFFENSIVE ACTIVITIES, ETC.: No trade or business activity of any kind shall be carried on or upon any lot, or in any dwelling, nor shall any noxious or offensive activity be done thereon which shall be or become any annoyance or nuisance to the neighborhood. No outside clotheslines shall be permitted in the subdivision. No structure, including fences, shall be erected so as to channel water on to an adjacent lot; nor shall any lot owner alter the topography or elevation of a lot and cause a change in the directional flow and/or quantity of drainage water from the original subdivision engineering design approved by the County Engineering Department of Mobile.

6. TRAILERS, ETC.: No trailers, mobile homes or pre-constructed buildings, basement, tent, shack, garage, barn or other outbuilding erected or placed on any lot shall at any time be used as a residence, temporarily or permanently, nor shall any structure of a temporary character be used as a residence. Motor homes, campers and/or boat trailers which are approved by the Architectural Committee may be kept on the premises only if kept either within a fully enclosed garage or under a carport and behind a 6 foot screening fence not visible from any public street. No boat over twenty-six (26) feet in length may be kept on the premises and all boats must be kept on trailers on the rear yard not visible from any public street or within a garage or carport not visible from any public street.

7. TYPE AND SIZE OF BUILDING: No building shall be erected, altered, placed or permitted to remain on any lot in the subdivision, other than one single family dwelling, which shall be not more than two and one-half (2 ½) stories in height and shall have a heated and cooled habitable area, exclusive of basements, open porches and garages, of at least 1,500 square feet for Bridgewater Unit II, with not less than 1,000

square feet on the ground floor if it is more than one story in height. Minimum interior ceiling height shall be a minimum of 9 ft. on first floor of dwelling, or 8 ft. with a main room specialty ceiling of 10 ft. in height or more. A detached garage or other approved outbuilding (not to be occupied as living quarters), may be erected or permitted to remain upon a lot only if the written approval of the Architectural Committee is first obtained, and a building plan, specifications, and a plot plan are all submitted to the Architectural Committee for approval before any construction begins. All dwellings will be completed in accordance with the documents submitted to the Architectural Committee and no portion of the improvements shall be left for future completion beyond the time provided for completion in said documents.

The roof pitch shall not be less than 7/12 on a single story residence, and shall not be less than 9/12 on residence of one and one-half or more stories. The finished floor elevation on all residences shall not be less than 8 inches above the finished ground elevation.

All dwellings must contain an attached double garage with door or carport, the roof pitch of which shall be the same as the primary dwelling. No carport may face or open into the frontage street nor shall the sides be able to be seen through, from the frontage street without written approval from Architectural Committee.

All detached buildings, including storage, utility, and/or pump houses will be located to the rear of the dwelling and shall be screened from view from the front of said dwelling by an approved fence (wood or masonry) which shall be not less than six feet in height. The architectural design, construction and material of such buildings will be subject to Committee or Developer approval. The roof will be shingled like the residence and its size, location, and screening, all are subject to written approval of the Architectural Committee before placing same upon the property. (No metal storage or utility buildings and no metal roofs will be approved without written approval from Architectural Committee).

No air-conditioning or heating unit, blower, tower, condenser, water well or structure or other equipment or apparatus shall be erected, placed, constructed, operated or permitted to remain on any lot unless completely concealed from view from any adjacent lot or street by a hedge or fence enclosure in conformity with the general architecture of the primary residential building and approved by the committee.

No fuel containers of any type will be allowed above the finished grade and any ancillary lines form the container to any structure of appurtenance will also be buried beneath finished grade.

No mill-finish aluminum windows will be allowed in the construction of any improvement on the lots of the subdivision. Colors for outside trim packages (windows, soppits, eaves and garage doors) must be approved by the Architectural Committee.

Vinyl siding may cover no more than 20% of the exterior walls of a single story structure, and no more than 30% of the exterior walls of a one and one-half story structure, and no more than 40% of the exterior walls of a structure of two or more stories, without Architectural Committee approval.

All dwellings much be completed within twelve (12) months from the issuance date of the building permit from the County of Mobile, unless waived by written approval of the Architectural Committee.

8. MAILBOXES: Every lot owner shall use a standardized mailbox to be constructed at the lot owner's expense. Developer to provide lot owner with design and material information for said mailbox which shall be exclusively used by lot owner. (Approximately \$200-\$250)

9. SIDEWALK: No sidewalks are to be constructed on any lot.

10. ANIMALS: Dogs, cats and other small household pets, not exceeding

four, may be kept by each lot owner, provided they are not kept, bred or maintained for any commercial purpose or use and are not a nuisance, annoyance or danger to the neighborhood. No other unapproved animal or fowl shall be kept or maintained on any part of said property.

11. GARBAGE DISPOSAL CONTAINERS AND EQUIPMENT: No lot shall be used as dumping ground for rubbish and all debris and trash from clearing or construction must be placed in sanitary containers or disposed of promptly. All incinerators or other containers for the temporary storage of disposal of such material must be approved by the developer, and must be screened from frontal view. Each lot owner must use garbage service and remove garbage containers from street within 24 hours of pickup. No burning of household garbage allowed.

12. FENCES, WALLS, HEDGES AND ORNAMENTAL STRUCTURES: No fences or hedges shall be located nearer than ten (10) feet to the front property line of any lot from the rear of the front of the dwelling without the written approval of the Architectural Committee except as to corner lots, on which the location of fences, hedges, etc., must be pre-approved by the Architectural Committee; and no fence, wall or ornamental structure, other than one which is an integral part of the dwelling itself, shall be constructed upon any portion of any lot without prior written approval of the Architectural Committee. All fences must be made of wood, brick, stone or other materials acceptable to the Architectural Committee.

13. YARDS: Immediately after the construction of the initial dwelling on a lot, the front yard, side yards and five (5) feet behind the building shall be fully grassed by the application of solid sod, and not sprigged, seeded or partially sodded. All yards must be maintained in good condition with grass mowed, landscaping maintained by wedding and trimming, and driveways edged. Each lot owner must keep yards free from debris or garbage. All owners of undeveloped lots must keep vegetation below 18" in height.

14. SIGNS: No sign of any kind shall be displayed to public view on any lot except one professionally lettered sign of not more than four (4) square feet in size, which may advertise the property for sale or rent; except during the construction period, when one additional sign may be erected by the builder and a security service sign shall also be allowed when applicable.

15. EASEMENTS: All easements shown on the recorded plat of the subdivision are hereby adopted as part of these restrictions, and all lots in the subdivision shall be subject to such easements. The undersigned developer of the subdivision reserves unto itself and it's successors and assigns the right and easement, but not the obligation, to construct, install, maintain, repair and replace, power, gas, sewer, telephone, and other utility lines, equipment and facilities and drainage ditches, in, on, over and under the streets, and road easements shown on the recorded plat of the subdivision, and to construct, install, operate, maintain, repair and replace lights, walls, fences, shrubbery, bushes and trees and other decorative or screening improvements in, on, over and under the property included within the areas designated as "DRAINAGE AND UTILITY EASEMENT", if any, with full right of ingress and egress to and from said streets and roads and easements across adjoining property; and the undersigned reserves unto itself and its successors and assigns the right to contract generally with others for the doing of any and all such things and the right to grant unto others such easements, rights and privileges as the undersigned may deem appropriate or convenient in connection therewith.

16. INGRESS AND EGRESS MAINTENANCE THEREOF: The nonexclusive use of an ingress and egress roadway easement is available to any and all lot owners.

It is expressly understood that said ingress and egress roadway is a PRIVATE ROAD and that neither the COUNTY OF MOBILE nor the DEVELOPER shall have any responsibility for maintaining said private road and that any maintenance will be the responsibility of the lot owners, and the POA that may exist. Upon a vote of a majority of

said lot owners, with one vote per lot, said private road shall be filled, repaired, resurfaced, or otherwise upgraded and maintained at such cost as is approved by said majority of lot owners and shall be borne by all of the lot owners equally and each said lot owner shall pay when due the lot owner's prorated share of said expense. Each lot owner agrees and does waive demand, protest, and notice of protest, and all rights of exemption and further agrees to pay all costs of collection, including a reasonable attorney's fee incurred in the collection of said owner's prorated share.

17. DRIVEWAYS: Due to the level topography of this subdivision, driveway culvert pipes are not allowed without written approval from Architectural Committee. If it is necessary, culvert pipes for driveways shall be furnished at the expense of the buyer. A hard surface driveway is required and surface must be approved by the Architectural Committee.

18. COMPLIANCE WITH ADEM REQUIREMENTS PRIOR TO AND DURING CONSTRUCTION: The lot owner shall be responsible for acquiring all ADEM permits to build on lot and for compliance with the provisions of the ADEM Storm Water Permit (NPDES). Specifically including the installation of all necessary erosion control items including but not limited to hay bale sediment barriers, silt fencing, temporary construction (stone surfaced) entrances, and all other required Best Management Practices designed to prevent the diversion, overflow, or by-pass of silt, sediment or soil or debris laden storm runoff beyond the limits of said lot. Within thirty (30) days of the initial clearing of any lot, the owner of said lot shall mulch and seed the lot in a manner that will provide a ground cover pending the final sodding required by Paragraph 12. If the Lot Owner or Developer is fined or cited for violation by ADEM due to the non-performance of this covenant, the lot owner shall pay all fines, indemnify and hold harmless the Developer from all cost and expense related thereto. Lot owner/builder will hold developer harmless from any claim arising from lot owner/builder requirement to acquire and comply with ADEM permits.

19. CONSTRUCTION REQUIREMENT: All dwellings shall be completed in accordance with the plans and specifications and within the time provided therein. Any exceptions to this requirement will be only by written approval of the Developer.

20. AMENDMENT OR MODIFICATION OF RESTRICTIONS: Any and all of the restrictions or requirements herein set forth may be annulled, amended, or modified at any time by the Owner/Developer without the consent of the property owners or by the owners of not less than eighty percent of the lots in said subdivision. Any amending instrument shall be acknowledged by the Owner or Owners signing same and shall be filed for record in the Office of the Judge of Probate of Mobile County, Alabama, provided that no amendments shall place an additional burden, restrictions or requirement on any lot in said subdivision the owner of which does not join in the said amending instruments.

21. PROPERTY OWNERS ASSOCIATION: There has been formed a property owners association for all lots in Unit I and Unit II which is a non-profit corporation which is the BRIDGEWATER SUBDIVISION Property Owners Association ("POA") The POA shall have all responsibility for upkeep, and expenses connected therewith, regarding the continuing maintenance and beautification of all common areas, including but not limited to all streets, street islands, entrances, (median), subdivision's name sign, street signs, lighting, decorative fences, shrubs, etc. The POA shall also be responsible, to the extent not otherwise provided by state and local governments, to maintain, repair asphalt and streets and replace drainage easements and related structures, including detention ponds. Each of the undersigned, developer and future lot owner, are and shall be members of the Association, and bind themselves and their respective heirs, personal representatives, successors and assigns to pay to the association an annual general assessment or charge as herein described. Such assessment, together with interest thereon, and the cost of collection thereof, shall be a charge and lien on each lot and shall be continuing lien of the lot against which each such assessment becomes due.

The annual general assessment of \$195.00 per lot shall be paid in advance on the day of

closing, and on January 1st of each succeeding year thereafter. The POA at their first and subsequent annual meetings shall have the right to collect annual assessments on a pro-rated basis to establish an annual payment date for all lot owners. Each subdivision lot will be assessed the same amount.

The general assessment levied by the POA annually will be used exclusively for the use, maintenance and operation of the areas and things described above, and such other expenses related thereto, including, but not limited to, utility bills and landscaping expenses.

Each lot in the subdivision shall represent one vote. If a lot is owned by more than one person, only one vote may be cast. If one person owns more than one lot in the subdivision, such person shall have a vote for each lot.

The Directors of the POA shall, by a majority vote, recommend the amount of the annual assessment and shall submit the same to the lot owners for approval. If the amount recommended does not exceed a total annual assessment of \$250.00, such recommendation will become effective upon the affirmative vote of a majority of the lot owners. If the amount recommended exceeds a total annual assessment of \$250.00, then an affirmative vote of 75% of the lot owners shall be required to establish such an increase. If the recommended annual assessment is not adopted prior to September 1st of any year, then the annual assessment shall remain for that year the same as the previous year.

The lien for unpaid assessments shall be effective from and after the time of recording a claim of lien in the Office of the Judge of Probate of Mobile County, Alabama. The claim of lien shall describe the lot, the name of the lot owner, and shall specify the amount of the claim and the period covered thereby.

Upon full payment of all amounts secured by the lien the party making payment shall be entitled to a recordable satisfaction of lien.

Upon the voluntary conveyance of a lot, any Grantor other than the developer, and the Grantee of such lot shall be jointly and severally liable for all unpaid assessments pertaining to such lot, duly made by the POA of accrued up to the date of such conveyance, without prejudice to the right of the Grantee to recover from any Grantor other than the developer, any amounts paid by the Grantee, but the Grantee shall be exclusively liable for those accruing while he is the lot owner.

Any lot owner or any purchaser of a lot prior to completion of a voluntary sale, may require from the POA a certification showing the amount of unpaid assessments pertaining to such lot, and the POA shall provide such certification within (15) days after request therefore. The holder of a mortgage or other lien on any lot may request a similar certificate with respect to such lot. Any person other than the lot owner at the time of issuance of any such certificate, who relies upon such certificate, shall be limited to the amount set forth in such certificate.

If the total assessment is not paid within thirty (30) days after the due date, then there shall be added thereto:

- (i) A late payment charge of \$20.00; and
- (ii) The balance remaining due shall bear interest from the due date at the rate of ten (10%) percent per annum.

The association may bring an action at law against the owner personally obligated to pay the same, or may foreclose the lien created against the property by the terms of this document, in accordance with the statutory provisions of the laws of Alabama then in effect for the foreclosure of a mortgage. A money judgment for unpaid assessments may be taken without waiving the lien securing the same.

22. No lot shall be conveyed, devised, leased or demised at any time hereafter except as being subject to the covenants, terms, conditions, restrictions, and limitations, herein contained, and the obligation to observe and perform the same; and whether or not

it be so expressed in the deeds or other instrument of conveyance of the property, the same shall be absolutely subject to the covenants, terms, conditions, restrictions and limitations herein contained, which shall run with and be appurtenant to the land and every part thereof, as fully as if expressly contained in proper and obligatory covenants or conditions in each and every contract and conveyance of, or concerning any part of the land or the improvements to be made thereon.

23. Each property owner and future property owner acknowledges that the Mobile area is subject to approximately 60 inches of rain per year and hence this Subdivision and each lot therein is subject to heavy rainfall and surface waters flowing across said lots as a result of such rainfall. Each future owner or owners of any lot in BRIDGEWATER SUBDIVISION must obtain a landscaping and drainage approval from architectural committee, and acknowledges that the Developer has complied with all subdivision requirements of the County of Mobile, including but not limited to street, drainage and utility requirements as evidenced by the execution of the plat of this Subdivision by the County of Mobile.

24. Each owner or future lot owner of any lot in BRIDGEWATER SUBDIVISION, by the acceptance of a deed subject to these restrictions, does herewith concur, consent and agree that the Developer's compliance with such subdivision requirements constitutes the exercise of reasonable care.

25. Should any future owner or owners of any lot or lots within BRIDGEWATER SUBDIVISION or any of their heirs, executors, administrators or assigns, violate or attempt to violate any of covenants, terms, conditions, restrictions, and/or limitations herein contained, any person or persons owning any real property situated in said Subdivision may prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate the same, to prevent such person or persons from so doing, or to recover damages for such violations or attempted violations.

26. The Developer herein expressly reserves unto itself the sole and unilateral right to amend, modify, change, cancel or annul such covenants, limitations and restrictions in whole or in part, at any time during the term of same as existing, or as may be amended, modified, changed, cancelled or annulled in accordance with the foregoing reservation. Such action on the part of the Developer is to be evidenced by an instrument executed by a duly authorized agent of Developer and recorded in the office of the Judge of Probate, Mobile County, Alabama.

It is reserved and stipulated herein that such actions may be taken by Developer in accordance with the foregoing authority and power, may result in any, all or part of any covenant, restriction or limitation as existing or as may be amended or changed, being either more or less restrictive or burdensome than the foregoing covenants, restrictions or limitations contained herein.

No action on the part of the Developer pursued in accordance with the foregoing reserved authority shall place an additional restriction or limitation on a specific lot previously conveyed by Developer, unless the then owner of same shall consent thereto by joining in said instrument, or by execution such other instrument as will properly evidence owner's consent, the same being subsequently recorded as set forth hereinabove.

27. TERM: The foregoing restrictions shall run with the land and shall be binding on all lot owners, or upon all parties and persons claiming under or through them, each of whom shall, by virtue of his acceptance of acquisition of title or other interest, accept and agree to be bound by and to abide by all terms and provisions of this instrument, all of which shall be and remain in full force and effect until January 1, 2028. After which time said restriction shall automatically be extended for successive periods of ten years unless amended pursuant to paragraph 17.

28. ENFORCEMENT: If any person or persons shall violate or attempt to violate any of the restriction contained herein, it shall be lawful for the developer or any party owning any real property situated in said subdivision to prosecute any proceedings

at law or in equity against the person or persons violating or attempting to violate any such restriction and either to prevent him or them from so doing and to recover damages, which shall include a reasonable attorney's fees, for such violation. Neither the Developer nor its employees, agent or assigns or any of its partners or their representative, heirs, personal representatives, successors and assigns (jointly referred to as Developer) shall be liable to any lot owner or lot owners in BRIDGEWATER SUBDIVISION for the manner in which the Developer exercised, or for its failure or refusal to exercise, any right or authority herein granted to Developer whether discretionary or not; for the failure or refusal of any lot owner to comply with any of the provisions hereof; or the failure of refusal of the Developer to enforce any of the provisions hereof against any lot owner.

29. SEVERABILITY: Invalidation of any one of the covenants by judgment or court order shall in no wise effect any of the other provisions which shall be and remain in full force and effect.

30. UTILITY CONNECTIONS: Each lot owner must enter into a contract with utility companies for utility connections and service. Each lot owner is responsible for their own septic system installation, permits, plot plan, engineering fees, and application fees. All connection fees are the responsibility of the lot owner.

31. COMMON AREAS: Shall mean any and all property (including the improvements thereto) shown on the plat of Bridgewater Unit I or Unit II as common area or deed by Declarant to the POA for the common use and enjoyment of the owners, and all roads, lakes, playgrounds and gazebo, as well as ingress and egress to any of the lots, whether owned by the POA or not. No motorized vessels shall be allowed in Common Area lakes. Use of Common Area lakes, gazebo and playground are at user's risk, and are restricted to property owners and accompanied guests only. No swimming in lakes, or jumping into lakes from gazebo or bridges, is allowed. Access to Common Area Lakes must only be done through common area A and B in Bridgewater Unit I and Unit II. There is no access or right to use adjoining waterfront private property lots above the waterline on the common area lakes. Property Owners Association, developer and property owners shall not be liable or responsible for accidents, injuries, or any occurrence as result of use of Common Areas, lakes, gazebo or playground, and shall be held harmless from any claim arising from such actions.

IN WITNESS WHEREOF, BRIDGEWATER SUBDIVISION has caused this instrument to be executed in its name and on it behalf by its officers thereunto duly authorized on the date set out in the acknowledgement below.

By: Paul S. Powers (SEAL)
Paul S. Powers, President

STATE OF ALABAMA)
COUNTY OF MOBILE)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify the Paul S. Powers, whose name as President of Power Real Estate, Inc, 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 member and with full authority, executed the same voluntarily, for and as the act of said Power Real Estate, Inc, on the day of the same bears date.

Given under my hand and seal on this the 15th day of September, 2010

Ashley N. Dee (SEAL)
Notary Public
My Commission Expires: 9-27-10