

1021-807

STATE OF ALABAMA

MADISON COUNTY

ADOPTION OF RESTRICTIVE
COVENANTS OF BRIDGEFIELD
SUBDIVISION

KNOW ALL MEN BY THESE PRESENTS: That whereas, BRIDGEFIELD DEVELOPMENT CORPORATION, a corporation, a predecessor in ownership to JEFFREY M. BENTON, has heretofore established and filed those certain Restrictive Covenants of Bridgefield Subdivision in Deed Book 851, at Page 171, Probate Records of Madison County, Alabama, for the use and enjoyment of certain lots in what is known as BRIDGEFIELD SUBDIVISION and is recorded in Plat Book 31, Pages 32-33, Probate Records of Madison County, Alabama; and

WHEREAS, JEFFREY M. BENTON desires to establish and fix as restrictions to Bridgefield Subdivision Fourth Addition, a Resubdivision of Tract One of Bridgefield Subdivision Third Addition as recorded in Plat Book 43, Page 13, Probate Records of Madison County, Alabama, said restrictions appearing in Deed Book 851, at Page 171, Probate Records of Madison County, Alabama.

NOW, THEREFORE, IN CONSIDERATION OF THE PREMISES and other good and valuable consideration, the receipt of which is hereby acknowledged, JEFFREY M. BENTON, does by these presents adopt by reference said restrictive covenants recorded in Deed Book 851, Page 171, Probate Records of Madison County, Alabama, as if said restrictive covenants were set out herein in full, and that the same shall apply to Bridgefield Subdivision Fourth Addition, a Resubdivision of Tract One of Bridgefield Subdivision Third Addition as recorded in Plat Book 43, Page 13, Probate Records of Madison County, Alabama.

IN WITNESS WHEREOF, the undersigned has executed these presents on this the 29th day of May, 2002.


Jeffrey M. Benton

STATE OF ALABAMA

CONTY OF MADISON

I, the undersigned, a Notary Public in and for said County and in said State, hereby certify that JEFFREY M. BENTON, whose name 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 executed the same voluntarily on the day the same bears date.

b.

GIVEN under my hand and seal this the 29th day of May, 2002.

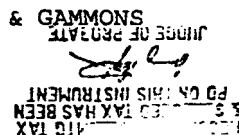

Notary Public

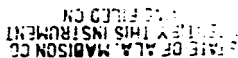
My Commission Expires: 7/14/04

THIS INSTRUMENT PREPARED

BY:

Paul L. Millirons
STEPHENS MILLIRONS
HARRISON P. O. Box 307
Huntsville, AL 35804





STATE OF
ALABAMA COUNTY OF MADISON

**RESTRICTIVE COVENANTS
OF
BRIDGEFIELD SUBDIVISION**

KNOW ALL MEN BY THESE PRESENTS, THAT, BRIDGEFIELD DEVELOPMENT CORPORATION, a corporation hereinafter called Declarant, is the owner of all the lots and property known as BRIDGEFIELD SUBDIVISION, A RESUBDIVISION OF LOT 1 OF RYAN-SPENCER PROPERTY, according to the plat of said subdivision of record in the Office of the Judge of Probate of Madison County, Alabama in Plat Book 31, Pages 32-33, and hereinafter known as the Subdivision; and

WHEREAS, Declarant desires before any of the lots in said subdivision are sold or conveyed in other persons, to fix and establish certain restrictions, covenants, conditions, stipulations and reservations as to the use and enjoyment of all the lots or parcels of land located in said Subdivision in order to establish a uniform plan for the development, improvement, and orderly sale of the Subdivision. Specifically excepted from the operation hereof are Lots 26 and 27. Use and enjoyment of lots 26 and 27 shall be determined solely by the declarant or his designee. .

NOW THEREFORE, the Declarant does by these presents file the following protective covenants, restrictions, reservations and conditions which shall constitute covenants running with the land and shall be binding upon and inure to the benefit of the Declarants and all parties and persons owning lots in said Subdivision. Said covenants and restrictions shall apply to BRIDGEFIELD SUBDIVISION.

1. No lot shall be used except for residential purposes.
2. No building shall be erected, altered, placed or permitted to remain on any lot other than one single-family dwelling. This shall not be construed to prevent necessary outbuildings as hereinafter authorized and provided.
3. No building shall be located on any lot nearer to the front line, or nearer to either side lot line, or nearer to the rear lot line than the minimum building setback lines as shown on the recorded plat. For the purposes of this covenant, eaves, steps and driveways shall not be considered as part of the building, provided, however, that this shall not be construed to permit any portion of a building on a lot to encroach on another lot. In the event Declarant shall decide, in its sole and absolute discretion, that strict enforcement of the setback lines and distances or other provisions contained within these covenants and restrictions would work unnecessary hardship in any specific case, then requirements contained herein would be amended by filing notice in writing of such waiver in the Office of the Judge of Probate of Madison County, Alabama.
4. No residence shall be erected upon or allowed to occupy any lot unless the area of the main structure, exclusive of open porches, attached garages or carports, be not less than 1800 square feet. Ground floor area may be less than 1800 square feet on 2 story dwelling, provided total living area is not less than 2000 square feet, exclusive of open porches, garages and basement.
5. In the event Declarant shall adjust the lot lines or further subdivide, the resulting new lots or units shall be considered one lot for the purpose of these restrictions and these restrictions shall apply the same as if said tract or unit had been originally platted as one lot on the subdivision plat. Should the owner of two adjacent lots desire to build and maintain a single dwelling on the combined lots, said owner must obtain approval of Declarant in writing including approval of any relocation or extension of any easement. The side lot restriction shall apply to the side lot lines of the combined lot.
6. In addition to those easements for installation and maintenance of utilities and drainage facilities which are reserved on the subdivision plat, there shall also be easements of five (5) feet in width inside each boundary line of each lot. The easement area of each lot shall be used and enjoyed by the owner of the lot, except Declarant reserves for itself and any utility company serving said Subdivision the easements and right-of way as shown on said Subdivision Plat and as herein described for the purpose of planning, inspection, constructing, maintaining and repairing a system or systems of electric lighting, electric power, telegraph and other utility Declarant sees fit to install in, across, or under said easements.

7. No noxious or offensive: trade or activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood. However, it is hereby recognized that the traffic, noise, dirt in the streets, and activity associated with the construction of homes in the subdivision is normal activity and not to be considered noxious, offensive or prohibited.

8. No sign of any kind shall be displayed to the public view on any lot except one sign of not more than five (5) square feet advertising the property for sale or rent, or any signs used by a builder to advertise the property during the construction and sales period.

9. No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding shall be used at anytime as a residence either temporarily or permanently. No temporary structure of any kind, occupied or unoccupied, shall be permitted upon any lot during construction on said lot without prior written approval of Declarant. Declarant reserves the exclusive right to erect, place and maintain such facilities in or upon any portions of the Subdivision still owned by Declarant, as in Declarant's sole discretion may be necessary or convenient while selling lots, selling or constructing residences and constructing other improvements upon the Subdivision. Such facilities may include, without limitation, sales and construction offices, storage areas, model units, signs and portable toilet facilities. Except that accessory buildings shall be permitted to remain on the property when approval of same has been obtained in accordance with paragraphs 14 thru 15, hereof.

10. No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats, or other household pets may, provided that they are not kept, bred, or maintained for any commercial purposes.

11. No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between two and six 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. No tree shall be permitted to remain within such distances of such intersection unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines. No chain link or similar type fence shall be permitted.

12. No abandoned vehicles or vehicles which are not in operational condition shall be kept or maintained upon any such lots for more than seven consecutive days nor shall any commercial vehicle be parked in front of or upon any such lot for more than sufficient time to accomplish a normal delivery and in no event more than 12 hours.

13. For the purpose of insuring the development of the lands so platted as an area of high standards, no building, structures and other improvements shall be erected, placed or altered on any lot until the construction plans and specifications and a plan showing the location of the structure has been approved by the Architectural Control Committee as to quality of workmanship and materials, harmony of external design and colors with existing structures, and as to location with respect to topography and finish grade elevation. Whether or not provision therefor is specifically stated in any conveyance of a lot, the owner or occupant of each and every lot, by acceptance of title thereto or by taking possession thereof, covenants and agrees that no building, wall, driveway, or other structure shall be placed upon such lot unless and until the plans and specifications therefor and plot plan have been approved in writing by the Architectural Control Committee herein after provided. Each such building, wall, driveway, or structure shall be placed on the premises only in accordance with the plans and specifications and plot plan so approved. Refusal of approval of plans and specifications by such Architectural Control Committee may be based on any ground, including purely aesthetic grounds which, in the sole and uncontrolled discretion of the Committee shall seem sufficient. No alteration in the exterior appearance of the buildings or structures shall be made without like approval. Notwithstanding the foregoing, the Architectural Control Committee shall have the right to make such exceptions to these restrictions as the Committee shall deem necessary, appropriate or proper.

The Architectural Control Committee shall determine the location, color, size, design, lettering, and all other particulars of all mail or paper delivery boxes, and standards and brackets and name signs for such boxes in order that the area be strictly uniform in appearance with respect thereto.

No substantial changes in the elevations of the lot shall be made without the prior written approval of the Architectural Control Committee.

Trees larger than six (6) inches in diameter at the base and all trees planted by Declarant regardless of size that are outside or beyond five (5) feet of the house foundation, driveways or walks shall not be removed without prior written approval of the Architectural Control Committee.

Swimming pools shall not be nearer than ten (10) feet to any lot line and shall not project with their coping more than two (2) feet above the established grade. No pool of any type shall be constructed on any lot until after the type, design and size are approved in writing by the Architectural Control Committee.

14. All rights, responsibilities specifically reserved or imposed upon Declarant or its representative under the terms of these restrictions, or those which exist by virtue of Declarant's being an owner of a Subdivision lot, shall terminate upon the filing by Declarant of written notice to that effect in the Office of the Judge of Probate of Madison County, Alabama. Thereafter, the approval shall not be required unless within sixty (60) days of the filing of said notice by Declarant, a majority of the record title holders of the lots in the Subdivision shall file a written instrument in the Office of the Judge of Probate of Madison County, Alabama, designating a committee of at least three (3) representatives to exercise the same authority conferred upon Declarant in Paragraph 13. All of the other approvals and rights conferred upon Declarant under the terms hereof, except those insuring to Declarant's notice, shall not pass to the new committee designated by the property owners.

15. The Declarant shall cause to be incorporated a not-for-profit homeowners association to be known as Bridgefield Homeowners Association, Inc.

The purposes of such Association shall be to provide for the continuous care, maintenance, repair and insurance of Common Areas heretofore established or hereafter by instrument of record executed by the Declarant. The Association shall have all the powers necessary to carry out the purpose of this covenant and in addition shall have the powers stated below:

- a. To enforce by legal means the provisions of these covenants and the By-Laws of the Association
- b. To retain legal counsel.
- c. To enter into contracts or agreements for the maintenance of accounting and bookkeeping records and for the use of data processing facilities or services, so as to carry out the Association's responsibilities and to comply with the requirements of the law of the State of Alabama with regard to maintenance of records.
- d. To enter into such other contracts or agreements reasonably necessary or convenient for the proper exercise of the rights, powers, duties and functions of the Association.
- e. To employ all personnel necessary to perform the services required to properly exercise the rights, powers, duties and functions of the Association.
- f. To exercise any an all common law and statutory powers, although not specifically recited herein, of a nonprofit corporation, and of an association within the meaning of the Not-for-Profit Corporation Act, reasonably necessary or convenient to carry out and perform the purposes for which the Association is organized and its enumerated powers.
- g. To do such acts as may be required to comply with the provisions of the Federal Internal Revenue Code, as amended, and applicable Revenue Rulings, and other Federal and State statutes, providing for an exemption from Federal and State income taxes of income of homeowner's associations, if any.
- h. To designate those expenses which shall constitute the Common Expenses of the Common Area of the Subdivision, other than those expenses declared as Common Expenses under the By-Laws.
- i. To estimate the amount of the Annual Budget and to make and collect Assessments against Lot Owners in the Subdivision as set forth in the By-Laws.

- C.
- j. To use the proceeds of Assessments in the exercise of its powers and duties.
 - k. To make and amend reasonable Rules and Regulations respecting the Common Area of the Subdivision.

The powers of the Association shall be governed by this covenant, and the ByLaws promulgated by the Association.

16. The Architectural Control Committee is composed of Dan Maxwell, Oscar N. Maxwell and Judith S. Maxwell, all of Huntsville, Alabama. A majority of the Committee may designate a representative to act for it. In the event of death or resignation of any member of the committee, the Declarant 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. A decision of a majority of the Committee, when made in good faith, shall be binding and conclusive on all lot owners.

Plans and specifications for all buildings, structures and other improvements must be submitted to the Architectural Control Committee, or its duly authorized agent, for written approval as to quality of workmanship and materials, harmony of external design, size, and compatibility with existing structures, and as to location with respect to topography and finish grade elevation prior to the commencement of any construction. A family of exterior building materials, i.e, brick, stone, wood and shingles, as shall be approved in writing by the Architectural Control Committee shall be utilized. All roofs shall be of such colors as shall be approved in writing by the Architectural Control Committee. The use of all exterior building materials and exterior colors shall be approved in writing by the Architectural Control Committee.

All plans for the construction of private roads and driveways and all building plans for any building, fence, wall, swimming pool or structure to be erected upon any lot, and the proposed location thereof upon any lot, and any changes after approval thereof, any remodeling, reconstruction, alteration, or addition to any building, road, driveway, swimming pool or other structure upon any lot shall require the approval in writing of the Architectural Control Committee. Before beginning the construction of any road, driveway, building, fence, all coping, swimming pool or other structure whatsoever, or remodeling, reconstruction, or altering the same, the person or persons desiring to erect, construct or modify the same shall submit to the Architectural Control Committee two complete sets of building plans and specifications for the building, fence, wall coping, or other structure, as is applicable, so desired to be erected, constructed, or modified. No structure or other improvement of any kind, the plans, elevations, and specifications of which have not received the written approval of the Architectural Control Committee or which does not comply fully with such approved plans and specifications shall be erected, constructed, placed, or maintained upon any lot. Approval of such plans and specifications shall be evidenced by written endorsement on such plans and specifications, a copy of which shall be delivered to the owner or owners of the lot upon which the prospective building, road, driveway, structure, or other improvement is contemplated prior to the beginning of such construction. No changes or deviations in or from such plans and specifications as approved shall be made without the prior written consent of the Architectural Control Committee. Neither the Declarant nor the Architectural Control Committee shall be responsible for any structural defects in such plans or specifications or in any building or structure erected according to such plans and specifications.

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 within fourteen (14) days after plans and specifications have been submitted to it, or in any event, if no suit to enjoin the construction be required, the related covenants shall be deemed to have been fully complied with.

17. These restrictions shall not extend to cover any other property, in particularly any which may be shown on the plat of this or any other Subdivision and designated or described as "For Information Only," or "Not Platted" or words or terms of similar meaning. In addition, these restrictions shall cease to apply to any lot or lots rezoned by the controlling governing authority to other than single family residential. Declarant reserves the right in its sole discretion so long as the Declarant's rights and authority to act under these Covenants and Restrictions have not been terminated as set forth in Paragraph 14 or 17 herein to revise the subdivision plat or to amend, revise, or abolish any one or more of the restrictions continued herein.

d.

18. These covenants are to run with the land and shall be binding on all persons claiming under them for a period of thirty (30) years from the date these covenants are recorded, after which time said covenants shall be automatically ended unless any instrument signed by the majority of the then owners of the lots have been recorded agreeing to extend said covenants in whole or in part. '

19. Enforcement shall be by proceeding at law or in equity against any person or party violating or attempting to violate any covenant either to restrain violation or to - recover shall remain in full force and effect.

20. Invalidation of anyone of these covenants by judgment or court order shall in no way affect any of the provisions which shall remain in full force and effect.

IN WITNESS WHEREOF, the said BRIDGEFIELD DEVELOPMENT CORPORATION. a corporation hereunto set his hand and seal this the 16th day of March, 1995.

BRIDGEFIELD DEVELOPMENT CORPORATION,
a corporation

BY: Okar W. Waynes
ITS: President

STATE OF ALABAMA

COUNTY OF MADISON

I, the undersigned, a Notary Public, in and for said county and State, hereby certify that (~. 'Maxwell' whose name is signed to the foregoing instrument as President of Bridgefield Development Corporation, who is known to me, acknowledged before me on this day that being informed of the contents of said instrument, he executed the same with full power and authority on the day the same bears date.

This the 16th day of 1995.

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NOTARY PUBLIC

THIS INSTRUMENT WAS PREPARED BY:
MICHAEL C. MOORE,
ATTORNEY-AT-LAW
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Huntsville, Alabama 35801
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