

**DECLARATION OF PROTECTIVE  
COVENANTS FOR  
BRIDGE CREEK RESERVE**

STATE OF ALABAMA  
COUNTY OF AUTAUGA

KNOW ALL MEN BY THESE PRESENTS, THAT:

WHEREAS, Pell Avenue, Inc., an Alabama Corporation is the owner of real property known as Bridge Creek Reserve (hereinafter referred to as "Subdivision"), located in Autauga County, Alabama, a more particular description of which appears on Bridge Creek Reserve Plat No. 1 as recorded in the Office of the Judge of Probate of Autauga County, Alabama in Plat Book 2006 at Page 15, and incorporated herein and made a part hereof; and

WHEREAS, Pell Avenue, Inc., desires to subject said property and each lot to be located in said Subdivision to and impose upon said lots mutual and beneficial restrictions, covenants, terms, conditions and limitation (herein for convenience sometimes referred to collectively as "Restrictions") for the benefit of all the lots in said Subdivision, the future owners of said lots, and any other party as may be specified herein;

NOW, THEREFORE, Pell Avenue, Inc., does hereby proclaim, publish and declare that all of the said lots in said Subdivision (herein "Lot" or "Lots") are subject to, held and shall be held, conveyed, hypothecated or encumbered, rented, used, occupied and improved subject to the following Restrictions which shall run with the land and shall be binding upon Pell Avenue, Inc., and upon all parties having or acquiring any right, title or interest in and to the real property or any part or parts thereof subject to such Restrictions.

Pell Avenue, Inc., shall from this point on be referred to as "Declarant".

**ARTICLE I**  
**MUTUALITY OF BENEFIT AND**  
**OBLIGATION**

Section 1A. The Restrictions and agreements set forth herein are made for the mutual and reciprocal benefit of each and every Lot in the Subdivision and are intended to create mutual and equitable servitudes upon each of said Lots in favor of each and all other Lots therein, to create reciprocal rights between the respective owners of said Lots; and to create a privity of contract and state between the grantees of said Lots, their heirs, successors and assigns.

**ARTICLE II**  
**ARCHITECTURAL REVIEW COMMITTEE AND REQUIREMENTS OF**  
**CONSTRUCTION**

Section 2.A. Concept. It is intended that the Subdivision development will be a residential community of high esteem and quality homes in a delightful environment. The concept of Bridge Creek Reserve Subdivision is to provide harmony of architectural standards, but not absolute conformity.

Section 2.8. Architectural Review Committee. The Architectural Review Committee (herein referred to as the "Committee") shall consist of Matt Ellis, John Brown, Jr. and Skip Jones.

In the event of the death or resignation of any member of said Committee, the remaining member(s) shall have full authority to appoint a successor member and to approve or disapprove the respective designs and location submitted or to designate a representative with like authority.

The primary authority of the Committee shall be to examine and approve or disapprove all initial and subsequent plans, including site plans, for construction of improvements on the Lots within this Subdivision, in accordance with the provisions of these Covenants. The Committee shall have such other responsibilities, duties and authority as provided for herein, but the Committee shall not have any responsibility, duty, power or authority not provided for herein.

No building or addition thereto, or fence, or ancillary structure shall be erected, altered or placed on any lot until and unless the construction plans and specifications and a plan showing the location of the structure on the lot have been approved by the Committee. The Committee must approve any and all construction and improvements on each Lot within the plat herein set out, including buildings and landscape plans for the individual Lots. The Committee will establish its own requirements, procedures, policies and schedules which shall be available, upon request, to the owners, their architects and builders. The Declarant may assign the duties of the Committee or dissolve the Committee at such time that the residential development is substantially complete.

Section 2.C. Plan Approval. All plans and specifications for any structure, outbuilding, or improvement whatsoever to be erected on or moved upon or to any Lot, and the proposed location thereof, all finishes, the roofs, landscaping, and later changes or additions, after initial approval thereof, and any remodeling, reconstruction, alterations or additions thereto on any Lot shall be subject to and shall require the approval in writing of the Committee before any work is commenced. The scope of review by the Committee shall be limited to appearance only and shall not include any responsibility or authority to review for structural soundness, compliance with building or zoning codes or standards, or any other similar or dissimilar factors. Commencement of construction prior to the receipt of a Letter of Approval of the Committee, a copy of which must be signed by the Builder or Owner, and returned to the Committee for retention, is strictly prohibited.

Section 2.D. Review Documents. One set of prints of the drawings and specifications (herein referred to as "plans") for each house or other structure proposed to be constructed on each Lot shall be submitted for review and approval or disapproval by the Committee. The plans submitted to the Committee shall be retained by the Committee. Said plans should be delivered to the general office of Pell Avenue, Inc., or such other location as may be designated by the Committee after terminating control as provided in Article 2.B., at least 10 working days prior to the date construction is scheduled to commence. Each such plan must include the following:

1. All plans for structures shall not be less than 1/8"=1'scale.
2. All plans must state the elevations of all sides of the proposed structure as such sides will be after finished grading has been accomplished.
3. All plans must include a summary, specifications list of proposed materials and samples of exterior materials, including paint or other finish samples, which cannot be adequately described and of materials with which the Committee is unfamiliar.

Section 2.E. Design Criteria, Structure.

2-E-1. It is the intent of Bridge Creek Reserve Subdivision to generally others, are acceptable, subject to final approval of the actual appearance of such materials by the Committee

- (a) Brick
- (b) Stone
- (c) Natural-colored asphalt shingles. White roofing of any material is NOT acceptable.
- (d) Paint must be approved by the Committee within five working days. White exterior light colors are preferred. Exceptions can be approved by the Committee.
- (e) All landscaping plans must be approved by the Committee, including grassed-in areas and any and all tree removal. All driveway materials, locations, and sizes must be approved by the Committee.
- (f) At least Eighty Percent (80%) of all homes exterior siding shall consist of Brick and/or Stone. Vinyl will not be permitted to exceed 20% of the exterior siding.

2-E-2. Building Setbacks. All pins for site of dwelling must be in and approved by the Committee before construction may begin. No building shall be located on any lot nearer to the front lot line or nearer to the street line than the building line for such lot shown on this plat. No principal building shall be located nearer than those set back requirements permitted by the City of Prattville, Alabama in accordance with the R-3 zoning classification.

2-E-3. Garage doors must remain closed except for the following: When vehicles are entering and/or exiting or when the homeowner is working in or near proximity of the garage. Doors must be closed for unattended extended periods and overnight. The garage door may be opened 8 to 12 inches to allow venting.

2-E-4. All mailboxes shall be constructed and located according to plans and specifications approved by the Committee. This Subdivision will have all Lot owners conform to the design of said mailbox, which shall be approved by the Committee.

2-E-5. Window, Window Treatments and Doors.

(a). Reflective glass shall not be permitted on the front the front exterior of any dwelling. No foil or other reflective materials shall be installed on any windows or used for sunscreen, blinds, shades or other purposes.

(b). No aluminum colored windows shall be utilized on the front or side of any dwelling. Cantilevered bay windows shall be approved by the Committee (which may require additional landscaping in front of such bay windows). Burglar bars or doors (including wrought iron doors) shall not be permitted. Screen doors shall not be used on the front or side of any dwelling. Aluminum colored doors with glass fronts (e.g., storm doors) shall be allowed on the front of any dwelling as long as it aesthetically (color & style) complements the residence. Reflective glass on such doors is prohibited. Homeowners will obtain written approval from the BCR HOA Architectural Committee before installing.

(c). Appropriate window treatments shall be used on all windows. Sheets, bed linens, blankets and paper or plastic bags are not appropriate window treatments.

2-E-6. All fences, including fences for backyards, swimming pools, dog pens, gardens, or for any other purpose, must be approved by the Committee prior to construction. No chain link or wire fences will be allowed.

2-E-7. No sign of any kind shall be displayed to the public view on any parcel except four (4) professional signs of not more than four square feet to advertise the property for sale or rent, or a service rendered, or a builder to advertise the property during the construction or sales period. No signs are to be nailed to any trees. All builder's and contractor's signs must be removed from the Lot within 30 days after the house has been sold.

2-E-8. The Committee reserves the right to make exceptions to architectural guidelines in the event solar heating is to be used, such exceptions to be made on a case by case basis, considering the designs compatibility with the neighborhood.

2-E-9. No house shall have exterior concrete block walls or retainer walls in the front yard area unless deemed necessary by the builder/developer for safety or engineering purposes. Any other type of fencing in front yards is prohibited. Garbage containers, swimming pool equipment, grills, and clothes lines must be located in the rear area or side of the home and out of view from the street.

2.F. Construction Obligations. All improvements constructed on any Lot located within Bridge Creek Reserve Subdivision shall be made by a contractor or builder approved by the Association and/or the Committee. The Association and/or the Committee may, at its sole discretion, establish criteria and requirements upon which a contractor or builder may or may not be approved to construct improvements on properties in Bridge Creek Reserve Subdivision. This Covenant is not to be construed as an attempt to show prejudice, malice or favor toward any person or entity, but only to attempt to discourage unscrupulous and/or undesirous business in Bridge Creek Reserve Subdivision. By approving or disapproving any contractor, neither the Association nor the Committee shall be deemed to pass upon the character or reputation of any

2-F-1. During construction, all vehicles, including those delivering supplies, must enter the building site only on driveways approved by the Committee and such vehicles must be parked on the building Lot where the construction is under way so as to not unnecessarily damage grass or trees outside of driveway right-of-way.

2-F-2. All building debris, stumps, trees, etc., must be removed from each Lot by builder as often as necessary to keep the house and Lot attractive.

2-F-3. During construction, builder must keep homes and garages clean and yards cut.

2-F-4. All proposed exterior decorating or redecorating, including color changes, must be approved by the Committee or its successors or assigns.

2-F-5. Underground Utilities. All utility lines, pipes, conduits and wiring for electrical, gas, telephone, water, sewer, cable television, security and any other utility service for any portion of the Subdivision shall be installed and maintained below ground.

2-F-6. The Committee shall have the right to establish specific requirements for the pitch of any roof and the type of roofing materials which may be utilized for any dwelling.

**ARTICLE III**  
**EXCLUSIVE RESIDENTIAL USE AND IMPROVEMENTS**

Section 3 A. All Lots in the Subdivision shall be known and described as residential Lots and shall be used for single family residential purposes exclusively. The Lot lines shown on this plat may be further modified by the owner thereof without the approval or joinder of the owners of the other Lots in this plat, provided no additional building lots may be created thereby. In the event of any resubdivision of any Lots shown on this map, each tract so constituted shall be considered as and referred to as one Lot for the purpose of these Covenants and these Covenants shall apply the same as if each tract had been platted as one lot on this plat. Should the owner of two adjacent Lots desire to build and maintain a single dwelling on the combined Lots, then the side lot line restrictions shall apply only to the extreme side lines of the combined Lots. Notwithstanding the forgoing, no lot lines or building lines may be further modified without the prior written approval of the Committee.

No profession or home industry or other commercial venture shall be conducted in or on any part of the property or in any improvements thereon. The Board of Directors of the Association (hereinafter referred to as the "Board"), in its discretion, upon consideration of the circumstances in each case, and particularly upon consideration of the effect upon surrounding property and property owners, may permit the conduct of a profession or home industry within a residence located on the property. Such commercial operation may be permitted only after the Board has determined that it is compatible with a high quality residential neighborhood and does not unreasonably interfere with the normal residential use or adversely impact the value of adjoining property or property in the area. This section may not be interpreted to authorize or permit any commercial activity which is in violation of local statutes or zoning regulations. Any such approval granted by the Board may be withdrawn if the Board determines, in its sole discretion, that such authorized or permitted activity is unreasonably interfering with the rights of the Subdivision in general or any individual Lot owner within said Subdivision. In no event shall any part of the premises or any structure thereon be used as a school, child care center, kindergarten, learning center, musical instrument or voice training center, or other public building, including non-profit or charitable institutional use.

Section 3.B. Every building erected on a Lot in the Subdivision, exclusive of one story open porches, garages and other finished spaces, shall each have a ceiling height of not less than nine (9) feet in all enclosed, heated, habitable areas and in dwellings of not less than 1,800 square feet of floor space.

All homes shall have an enclosed two car garage.

The homes shall be constructed with an 8" and 12" minimum roof pitch.

Section 3.C. No more than a single family unit shall occupy any dwelling house. Detached auxiliary buildings are not permitted without prior written approval of the Committee. All dwellings must be built within the building lines shown on the recorded plat of Bridge Creek Reserve Subdivision. All guest houses, pool houses, storage houses or garages must be approved by the Committee and follow the architectural style of the dwelling. No auxiliary buildings shall be permitted in the front yard of any Lot. No separate garages or out buildings of any kind or nature, except garden or ornamental landscape structures, shall be erected or constructed or allowed to occupy any Lots except on that portion of the Lot or Lots in the rear of the residence, and no garage or other out buildings shall be constructed or occupied prior to the construction of the main dwelling house, except that it may be used in storing tools or materials for the construction of the main house. Any garage or out building shall be of a permanent nature and shall conform to the general architecture of the main residence. Any garage or out building shall be of a permanent nature and shall conform to the general architecture of the main residence. Portable structures (storage sheds) shall obtain written approval of the BCR HOA Architectural Committee before installing. Home owner shall include the nature, size, duration, and location of such structure. Storage sheds will be placed in the rear area of the home, anchored and concealed behind a six foot privacy fence and have a minimal visual impact on adjacent properties and front street. Two story structures are prohibited.

**ARTICLE  
IV  
GENERAL PROHIBITIONS AND REQUIREMENTS**

Section 4.A. It shall be the responsibility of each Lot owner to prevent the development of any unclean, unsightly or unkept conditions of building or grounds on such Lot which shall tend to decrease the beauty of the specific area or of the neighborhood as a whole.

Section 4.B. All lots, whether occupied or unoccupied, and any improvements place thereon, shall at all times be maintained in a neat and attractive condition and in such between the hours of 7:00 a.m. and 6:00 p.m. on any day except Sunday and shall not be a trespass. Declarant or the Committee may charge the owner a reasonable cost for such services, which charge shall constitute a lien upon such Lot enforceable by appropriate proceedings at law or in equity. The provisions of this paragraph shall not be construed as an obligation on the part of Declarant or the Committee to mow, clear, cut or prune any Lot nor to provide garbage or trash removal services. The following are minimal lawn care standards for all residents, including renters.

4.B.1. Grass Encroachment of Permanent Surfacing: Lawn grass should not encroach or extend more than 2" over permanent surfacing such as driveways, curbs and sidewalks. Residents are required to trim or edge areas of their lawn adjacent to driveways, curbs and sidewalks. Grass clippings will be removed from the street and sidewalk once cutting, trimming and edging is completed.

4.B.2. Weeds: At no time should a lawn area or flower beds be more than 20% weeds. Residents must take care to either pull weeds by hand, apply chemical treatments or hire a professional lawn service to reduce their lawn area of weed coverage.

4.B.3. Landscape Trimming: Landscape shrubbery and trees will be neatly trimmed so as to be visually appealing, symmetrical and proportionate to the property. Shrubby shall be kept trimmed such that it covers no more than 50% of windows or its equivalent height at any given time. Dead foliage will be removed from the residences according to the rules outlined below in section 4-B-4.

4.B.4. Landscape Clipping/Waste: Landscape clippings & waste will be placed in bags where appropriate, at the curbside no earlier than the evening before the scheduled pickup day (currently Friday). Dumping grass clippings, leaves and other debris; petroleum products; fertilizers; or hazardous or toxic substances in any drainage ditch, sewer, or elsewhere is prohibited.

Section 4.C. No trash or other refuse shall be dumped, stored or accumulated on any Lot. The owner of each Lot shall contract with the proper authorized agent in Autauga County for the collection of trash, refuse and garbage. Garbage bins may be put out the evening before trash pickup and will be removed from curbside the day of pickup. Trash cans must be kept inside the garage or at the rear or side of dwellings when possible. Garbage bins must be at all times screened from view of the street by appropriate landscaping or fencing.

Section 4.D. No animals, livestock, or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats, and other normal and common household pets may be kept provided that they are not kept, bred or maintained for any commercial purpose, and provided that they are kept in reasonable numbers and under reasonable conditions so as not to create a nuisance and not to otherwise unreasonably disturb the neighbors or the neighborhood. No dogs with vicious tendencies shall be kept.

Section 4.E. No noxious, offensive or illegal activity shall be carried out upon any Lot nor shall anything be done on any Lot which may be or may become an annoyance or nuisance to the neighborhood.

Section 4.F. No oil or natural gas mining or exploration such as drilling, refining, quarrying or mining operations of any kind shall be permitted upon any Lot and no derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained, or permitted on any Lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted on any Lot.

Section 4.G. No structure of a temporary character, trailer, basement, tent or shack shall be used at a time as a residence either temporarily or permanently. There shall be no occupancy of any dwelling until the interior and exterior of the dwelling are



completed and a certificate, or other satisfactory evidence of completion, is received by and approved by the Committee.

Section 4.H. Any dwelling or other structure on any Lot in the Subdivision which may be destroyed in whole or in part for any reason must be rebuilt within one (1) year. All debris must be removed and the Lot restored to a slightly condition with reasonable promptness, provided that in no event shall such debris remain on any Lot longer than 90 days.

Section 4.I. No boat, boat trailer, house trailer, camper or similar equipment or vehicle shall be parked or stored on any road, street or driveway located in the Subdivision for any period of time in excess of 48 hours except in garages or on the rear part of the lot concealed by a six-foot privacy fence. Also, no unkept or otherwise unattractive vehicle or piece of equipment may be parked or stored on any road, street, and driveway, except in garage or backyard enclosed by a six foot privacy fence. The statement "unattractive vehicle or piece of equipment" shall be determined and/or interpreted by the Committee.

4-I-1. Vehicle Parking: Vehicle parking on the street in front of houses shall be limited to temporary parking (48 hours) when all parking spaces (garage/driveway) have been utilized. Temporary parking which blocks or hinders homeowners from exiting their property is prohibited. Vehicle parking in non-paved areas shall not be permitted in any event. When a vehicle is parked in violation of this regulation the BCR HOA will place a warning notice directly on the vehicle and send the owner a warning letter. The vehicle which has received a notice of violation will be fined \$25.00 without warning if it is ever again parked in violation of the BCR HOA parking guidelines.

4-I-2. Commercial Trucks: No commercial trucks, vehicle or equipment shall be permitted to be parked or to be stored at any place on subject property. This prohibition on parking and commercial vehicles used for pickup and delivery.

4-I-3. Additional Remedies for Vehicle and/or Recreational Equipment Violations: Any such vehicle or recreational equipment parked in violation of the restrictions contained herein or in violation of the rules and regulations now or hereafter adopted by the Association or the Committee may be towed away at the direction of the Association or the Committee, at the sole expense of the owner of such vehicle or recreational equipment, if the violation of said restrictions remains for a period of more than 24 hours and if the owner of such vehicle or recreational equipment receives notice of the towing of such vehicle before the towing occurs. Neither the Association nor the Committee shall be liable to the owner of such vehicle or recreational equipment, nor to the respective Lot owners, for trespass, conversion or otherwise, nor shall the Association or the Committee be guilty of any criminal or quasi criminal act by reason of such towing, and neither the removal nor the failure to remove any such vehicle or recreational equipment, nor the failure of the owner to receive any notice of said violation, shall be grounds for relief of any type. The foregoing remedy is in addition to any other remedy which may exist whether at law or inequity.

4-I-4. Vehicle Maintenance and Repair: No vehicle maintenance or repair shall be performed on any vehicles upon any portions of the subject property, unless performed in a garage, except in an emergency situation. Notwithstanding the foregoing exception for emergencies, all repairs to disabled vehicles within the property must be completed within 24 hours from its immobilization or the vehicle must be removed. The Association shall be allowed to maintain and store its maintenance vehicles, if applicable, on specific areas of the property as necessary for the operation and maintenance of the Association Property and Areas of Association Responsibility.

Section 4.J. There shall be no discharging of any type of firearm in the Subdivision or any surrounding area.

Section 4.K. No window air conditioners shall be permitted unless specifically approved as to location by the Committee.

Section 4.L. All outside Satellites/TV/Radio Antennas shall be installed in such a way as to be non-visible from the street or eyelevel view. Satellite dishes will be installed on roofs in the rear or side area of the dwelling. Satellite dishes installed in yards must be located behind a privacy fence or screened by appropriate landscaping. Wires and cables shall be hidden or buried.

Section 4.M. No plumbing or heating vent shall be placed on the front side of the roof. All vents protruding from roofs shall be painted the same color of the roof covering.

Section 4.N. Outside storage tanks such as propane tanks, or similar storage receptacles are required to be buried underground or to be screened from view by screen planting or fencing. Any above ground storage tanks or receptacles are subject to the Committee.

4-N-1. Swimming pool equipment and housing must be underground or placed in walled-in or landscaped areas so as not to be visible from adjoining property.

4-N-2. No water pipes, gas pipes, sewer pipes, drainage pipes or clotheslines may be installed or maintained on the property so as to be visible from adjoining property or public view, except hoses and movable pipes used for temporary irrigation purposes.

4-N-3. Basketball goals are prohibited on the streets in the subdivision.

4-N-4. No machinery shall be placed on or operated upon any portion of the subject property except such machinery as is normal and usual in the maintenance of a private residence, or except such as is necessary during the original construction of a residence or a major renovation or improvement thereto.

4-N-5. Homeowner may erect a flagpole no higher than the highest roof top of their property so long as the flagpole is not within or upon an easement and does not obstruct sightlines at intersections. The homeowner may display from that flagpole: One official United States flag, not larger than 4.5 feet by 6 feet in size, so long as it is flown in a respectful manner; and/or one official State flag or one official flag representing the United States Army, Navy, Air Force, Marines or Coast Guard or a POW-MIA flag, so long as the one flag is displayed in a respectful manner and so long as the one flag is equal in size to or smaller than the United States flag.

Section 4.O. Existing drainage shall not be altered in any manner, and specifically shall not be altered in such a manner as to divert the flow of water onto an adjacent Lot or Lots.

Section 4.P. No person shall, without the written approval of the Association or the Committee, as the case may be, do any of the following on any part of the subject property or Association Property:

- (1) permit the running of animals except when on a leash;
- (2) interfere with any drainage, utility or access easement;
- (3) build or assemble any structures, recreational or common facilities,  
other than those approved by the Committee
- (4) discharge any liquid or other materials other than natural water drainage  
into the retention pond;
- (5) interfere with any water control structures or apparatus;
- (6) light any fires except in designated areas or
- (7) Swim in any body of water other than a swimming pool.

Section 4.Q. **Home Owner to provide governing documents to tenant.** At or prior to signing a lease agreement, the owner or owner's agent will provide to the tenant(s) copies of the Declaration, all policies, rules and regulations of the BCR HOA. Copies of the governing documents may be obtained from the website at [www.bridgescreekreserveprattville.com](http://www.bridgescreekreserveprattville.com). See **Attachment 1** for additional policy guidelines.

Section 4.R. Each month the HOA board will inspect the neighborhood and record violations to the declaration. A letter to the homeowner/resident will be sent when a

violation is detected; however, in cases that the HOA determines the need for immediate attention or possible danger to others, the HOA reserves the right to notify the homeowner/resident verbally and require he or she remedy the situation within 10 days of notice. The home owner/resident may request additional time to remedy the violation by providing a written request to the HOA Board.

Section 4.S. During the next inspection or 30 days later, if the same issue is verified for the same homeowner/resident, a fine of \$25.00 will be assessed. Each month thereafter an additional \$25.00 fine will be added until the issue is corrected.

No person shall violate any rules and regulations that may be established by the Association governing the use of the Association Property or the rules or requirements that may be established by the Committee.

## **ARTICLE V** **EASEMENTS**

Section 5.A. Declarant reserves for itself, its successors and assigns, the right to use, dedicate and/or convey to the State of Alabama, to Autauga County and/or to the appropriate utility company or other companies, rights of way or easements on, over or under the ground to erect, maintain and use utilities, electric and telephone poles, wires, cables, cable television, conduits, storm sewers, sanitary sewers, water mains and other suitable equipment for the conveyance and use of electricity, telephone equipment, gas, sewer, water or other public conveniences or utilities on, in and over strips of land 10 feet in width along the rear property line of each Lot and 10 feet in width along each side line of each Lot, with a further easement reserved to cut or fill a three to one slope along the boundaries of all public or private streets built in the Subdivision.

Section 5.B. Drainage flow shall not be obstructed or diverted from drainage swells, storm sewer and/or utility easements as designated herein, or as may hereafter appear on any plat of record in which reference is made to these Restrictions. The Committee may cut drain ways for surface water wherever and whenever such action may appear to the Committee to be necessary in order to maintain reasonable standards of health, safety and appearance. These easements and rights expressly include the right to cut any trees, bushes or shrubbery, make any grading of the soil, or to take any other similar act on reasonably necessary to provide economical and safe utility installation and to maintain reasonable standards of health and appearance. Except as provided herein, existing drainage shall not be altered in such a manner as to divert the flow of water onto an adjacent Lot or Lots. The provisions hereof shall not be construed to impose any obligation upon the Committee to cut such drain way. Bridge Creek Reserve Homeowners Association is responsible for maintaining all drainage ways to the acceptance of any present or future standards required by the city engineer, county engineer, or the Committee. In the event that Bridge Creek Reserve Homeowners Association does not complete said maintenance required by the city engineer within 30 days of written notice to the Association, then in such event the owners of the Lots over and across which said easement or drainage way runs shall be personally responsible and liable for said maintenance. This provision shall run with the land and pertain to all present and future owners of the Lots in Bridge Creek Reserve Subdivision over and across which said easements and drainage ways run. Examples of future requirements would be of any trees that should obstruct the drainage ways, any filling in of sedimentation of drainage ways, or any form of obstruction of drainage ways.

Section 5.C. The grantee in a deed to any Lot subject to the coverage of these Restrictions shall be deemed to have received by and through the grantee's receipt of said deed, an easement for ingress and egress over and upon the roadways as depicted on the recorded plat of Bridge Creek Reserve Subdivision and any additional phases thereof made subject to these Restrictions as amended. The benefit of this easement for ingress and egress shall cover both vehicular and pedestrian use by the grantee, his heirs and assigns, family members, guests, invitees and employees of proper fire departments, police departments and the U.S. Postal Service.

**ARTICLE VI**  
**HOMEOWNER'S ASSOCIATION**

Section 6. Bridge Creek Reserve Homeowners Association, Inc., a not for profit corporation, will be formed under the laws of the State of Alabama, and each person, partnership, corporation or other entity that purchases a Lot in this Subdivision is deemed to be and is a member of such Homeowners Association and by acceptance of such deed obligates himself to all requirements, commitments, restrictions and obligations as set forth in the Articles of Incorporation and Bylaws of such Homeowners Association. Each and every Lot owner and future Lot owner, by accepting a deed to a Lot or Lots in this Subdivision agrees to pay to the Homeowners Association all charges and fees levied by such Homeowners Association in accordance with the Terms of the Articles of Incorporation and the Bylaws. It is agreed that the regular and special assessments, together with the interest and cost of collection, shall be charged on the land and constitute a continuing lien upon the Lot against which the assessment is made, except that such lien shall be subordinate to all recorded bona fide mortgages on the Lot or Lots to finance the purchase thereof. It is the sole responsibility of Bridge Creek Reserve Homeowners Association for the upkeep of the common entrance area (signage and landscape easements). Each assessment for semi-annual dues to pay the cost of such maintenance, together with such interest thereon and cost of collection thereof, shall be the personal obligation of each person owning such property at the time the assessment came due.

**ARTICLE VII**  
**ENFORCEMENT**

Section 7A. The Association is hereby granted a lien upon each Lot and its appurtenances and each Member's interest in the Association to secure the payment to the Association of any and all Assessments assessed and levied against the Lot and all chargers, including interest and all reasonable attorneys' fees, court costs and other expenses, incurred by the Association in collecting or attempting to collect such Assessments. Association in collecting or attempting to collect such Assessments. If any portion of an Assessment or charge hereunder remains unpaid for a period of 60 days after the date such amounts were due, then the Association may, by written notice of default sent to the owner of the Lot, demanded payment of all delinquent amounts and chargers. If the owner does not pay all amount dues within 10 days after receipt of the notice of default, the Association may file a notice of lien against the Lot in the Office of the Judge of Probate of Autauga County, Alabama. Each Lot owner hereby expressly grants to the Association a power of sale for such Lot along with its lien here under.

The lien provided for herein may be foreclosed in the same manner as a foreclosure of a mortgage on real property under the laws of the State of Alabama, as the same may be modified or amended from time to time. The Association shall have the right and power to bid at any such foreclosure sale and to purchase, acquire, exchange, hold, lease, mortgage, convey and sell any such Lot acquired. Notwithstanding anything provided herein to the contrary, the lien for Assessments and other charges authorized herein with respect to respect Lot is and shall be subordinate to:

- (1). all liens for taxes, bonds, prior assessments, and other levies which by law would be superior thereto: and
- (2). the lien or charge of any first mortgage of record made in good faith and for value.

No Lot owner may escape or avoid responsibility for Assessments by waiver of the use of or enjoyment of any of the Association Property or by the abandonment or non-use of such owner's Lot, or by any other means.

Section 7.B. In the event of a violation or a breach of any of these Restrictions, or any amendment thereto by any property owner, or family of such owner, or agent for such owner, the owner(s) of Lot(s), the Committee, Bridge Creek Reserve Homeowners Association, Inc., or any other party to whose benefit these inure, shall have the right to proceed at law or in equity to compel compliance with the terms and conditions hereof, to prevent the violation or breach of said Restrictions, to sue for and recover damages or other dues, or take all such courses of action at the same time, or such legal remedy it may deem appropriate. No delay or failure on the part of an aggrieved party to invoke an available remedy set forth herein shall be held to be a waiver of that party or an estoppel of that party or of any other party to assert any right available to him upon the recurrence or continuation of said violation or the occurrence of a different violation. Neither the Committee nor any architect or agent thereof, nor the Declarant shall be responsible in any way for any delay or failure by any or all of such entities, their successors and assigns, to enforce or seek to enforce any violation or breach of any of these Restrictions, or amendments thereto.

Section 7.C. Wherever the term "Declarant" is used herein it shall mean Pell Avenue, Inc., its successors and assigns. These Covenants and Restrictions touch and benefit all the land reflected on the above-referenced plat map and shall run with the land and shall be binding upon the land and all Lot owners within the plat, their heirs, successors and assigns, the utilities referenced herein either specifically or generally, and their successors and assigns. The Declarant expressly reserves the sole and exclusive right and privilege, both for itself and its successors and assigns, to change, alter, modify or amend any of the terms, covenants and provisions of this Declaration or to grant a variance to or from any of the terms, covenants and provisions of this Declaration, without the consent or approval of the owners of Lots in this plat until the

turnover date, as set forth in the Bylaws, provided, however, that, if any such change, alteration, modification, amendment or variance affects the basic organization of the Association, or concerns the annexation of real property (except for such property which has been previously approved by the Department of Veterans Affairs). After the turnover date (as defined in the Bylaws of the Association), this Declaration may be amended by the approval of seventy-five percent (75%) of the owners of Lots within this plat, as amended.

Section 7D. Each and every Lot owner and future Lot owners, in accepting a deed or contract for any Lot or Lots in Bridge Creek Reserve Subdivision agrees to adhere to these Protective Covenants governing Bridge Creek Reserve Subdivision. If said Lot owner(s) does not adhere to said Restrictions and legal action is taken against the party in violation of said Restrictions, then the Lot owner(s) in violation agrees to pay all attorney fees and other associated costs incurred by other parties in pursuing legal action to remedy violation of these Restrictions.

Section 7.E. Declarant may include until the turnover date, as set forth in the Bylaws, in any contract or deed hereinafter made or entered into, such modifications and/or additions to these Restrictions which will by their nature raise the standards of the Subdivision.

## **ARTICLE VIII**

### **GRANTEE'S ACCEPTANCE AND INDEMNIFICATION AGREEMENT**

Section 8.A. The grantee of any Lot subject to the coverage of these Restrictions, by acceptance of the deed or other instrument conveying an interest in or title to, or the execution of a contract for the purpose thereof, whether from Declarant or a subsequent owner of such Lot, shall accept such deed or other contract upon and subject to each and all of these Restrictions and the agreements herein contained.

Section 8.B. Each and every Lot owner and future Lot owners, by accepting a deed or contract for any Lot or Lots in Bridge Creek Reserve Subdivision, whether from Declarant or a subsequent owner of such Lot, agrees to indemnify and reimburse Declarant or Bridge Creek Reserve Homeowners Association, Inc., for any damage caused by such Lot owner or the contractor, agent or employees of such Lot owner, to roads, streets, gutters, walkways or other aspects of public ways, including all surfacing thereon, or to water, drainage or storm sewer line or sanitary sewer lines owned by Declarant, the city or the county, or for which either has the responsibility, at the time of such damage.

Section 8.C. Each and every Lot owner and the future Lot owner, by accepting a deed or contract for any Lot or Lots in Bridge Creek Reserve Subdivision, whether from



Declarant or a subsequent owner of such Lot, agrees and covenants to release, indemnify, protect and hold harmless Declarant, its successors and assigns, and its agents, directors and employees, from and against any and all claims and demands by such owner, any member of his or her family, their employees, agents, guests, invitees, licensees, contractors and employees or for damages to property or injury or death, including, but not limited to, Declarant's contributory negligence, which may arise out of or be caused directly or indirectly by such owner's(s) Lot or Lots and/or the use of or construction on said Lot or Lots by said owner, any member of his or her family, their guests, agents, invitees, licensees, contractors or employees or subcontractors of such contractors or by any other person whomsoever. The indemnification by such owner as set forth above shall cover any and all expenses of Declarant, its successors and assigns, including attorney fees resulting from any claims or demands.

Section 8.D. Each and every Lot owner and future Lot owner, in accepting a deed or contract for any Lot or Lots in Bridge Creek Reserve Subdivision, whether from Declarant or a subsequent owner of such Lot, agrees, in connection with the construction of any improvements on such Lot or Lots, to exercise due care, and to assure that any contractors of such owner, or employees of contractors or subcontractors, will exercise due care and will comply with any and all governmental rules, regulations, codes and ordinances relating to safety, so as to protect the safety and health of the public, and the safety and health of such owner, his or her family, and such contractor and its employees and subcontractors.

#### **ARTICLE IX** **SEVERABILITY**

Section 9. Every one of the Restrictions is hereby declared to be independent of, and severable from, the rest of the Restrictions and of and from every other one of the Restrictions and of and from every combination of the Restrictions. Invalidity of any one of the Restrictions in this instrument shall in no way affect any of the other Restrictions which shall remain in full force and effect.

#### **ARTICLE X** **CAPTIONS**

Section 10. The captions preceding the various paragraphs and subparagraphs of these Restrictions are for the convenience of reference only, and none of them shall be used as an aid to the construction of any provision of the Restrictions. Wherever and whenever applicable, the singular form of any word shall be taken to mean or apply to the plural, and the masculine form shall be taken to make or apply to the feminine or the neuter.

**ARTICLE XI**  
**MISCELLANEOUS**

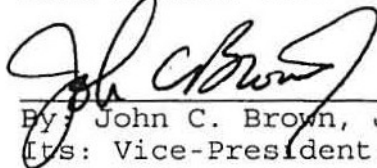
Section 11.A. Waiver. None of the terms or provisions of this Declaration can be waived, modified or amended except by a written instrument duly signed by the party against whom such waiver, modification or amendment is sought to be enforced.

Section 11.B. No Reverter. No provision of this Declaration is intended to create, or shall be construed as creating, a condition subsequent to or a possibility of reverter.

Section 11.C. Gender. Throughout this Declaration the masculine gender shall be deemed to include the feminine and neuter, and the singular, the plural, and vice versa, unless otherwise clear from the context in which such term is used.

Done this the 26 day of May, 2006.

Pell Avenue, Inc.



By: John C. Brown, Jr.  
Its: Vice-President

STATE OF ALABAMA  
COUNTY OF MONTGOMERY

I, Matthew T. Ellis, a Notary Public, in and for said County and State, do hereby certify that John C. Brown, Jr. whose name as vice president of Pell Avenue, Inc., an Alabama Corporation, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day, that being informed of the contents of said instrument, he as such officer and with full authority, executed the same voluntarily for and as the act of said corporation, on the day the same bears date.

Given under my hand and seal this 26 day May, 2006.



Notary Public  
My Commission Expires: 7/15/09

...

Prepared By:  
Matthew T. Ellis  
Parnell & Crum, P.A.  
641 S. Lawrence St.  
Montgomery, Alabama 36104

## Attachment 1

### Rules and Regulations Regarding Rental of Homes

All owners who rent or who are considering renting their homes are subject to these rules and regulations.

**1. Owner to Provide Governing Documents to Renter.** At or prior to signing a lease agreement, the owner or owner's agent will provide to the renter(s) copies of the Covenant, Declaration, and all Policies, Rules & Regulations of the Association. Copies of governing documents may be obtained from its web site at [bridgecreekreserveprattville.com](http://bridgecreekreserveprattville.com)

**2. Renter(s) Acceptance of BCR HOA.** An owner intending to rent out their home will specifically include written provisions in the lease to be signed by renters, which are binding on the renter, family members and guests specifically covering or providing for all the following:

- a. That the renter(s) acknowledges being aware of all governing BCR HOA documents.
- b. That the renter(s) understands and acknowledges that they are fully subject to the governing documents and must comply with them in all respects.
- c. That if the renter(s) fails to comply with any provisions of the governing documents the BCR HOA will notify the owner and may assess fines for violations.

**3. Required Contact Info.** After a lease agreement is signed, the owner or the owner's property management agent will provide to the BCR HOA in writing:

- a. Owner's correct residence address, home phone number and email address.
- b. Legal name of every tenant signing the lease agreement.
- c. Property management address, phone number and email address.
- d. Mail above information to: Bridge Creek Reserve HOA, P.O. Box 680544 Prattville, AL 36068

**4. Communication between HOA and Landlord.** Renters must communicate to the HOA through their landlord. All renters' violations will be directed to the landlord in writing. The landlord must take action to resolve the violation with its renters to avoid fines. The landlord is responsible for the conduct of the renter(s) and the renter(s) guests and will be assessed any fines if the renter(s) is not in compliance with the BCR HOA By-Laws, Rules and Regulations.

**5. Non-Compliance:** It is the responsibility of the homeowner to pay all fines on time or a lien will be filed on the property. The homeowner may assess these fines along to their renters. In the case of repeated, uncured violation of the governing documents by the renter(s), where the BCR HOA has mailed at least three (3) notices of violations and request for compliance to renter and owner and both has refused or otherwise failed to comply, the Association, will put a lien against the owner's property for any and all costs incurred.