

Declaration of Covenants, Conditions and Restrictions

For

BENTBROOK and BENTBROOK ESTATES SUBDIVISION FLORENCE, ALABAMA

Southern Properties, LLC, as the initial owner, and future owners of the property shown on the map and plat prepared by Ronnie E Wiginton RLS and known and designated as Bentbrook Subdivision, located in Lauderdale County, Alabama and shown on Plat Book 7 (pages 182 respectively), hereby impose on all the lots provided in said plat the following covenants and building restrictions, including all modifications.

Southern Properties, LLC, will maintain control of the subdivision until such time as Southern Properties, LLC decides to relinquish control and oversight to a Property Owners' Association. When Southern Properties, LLC, determines that it is time to start a Property Owners' Association, every owner of a lot will be a member of Bentbrook Property Owners' Association. Fees, dues, assessments and other obligations of members of the Bentbrook Property Owners' Association shall be set forth full in the Articles of Incorporation and Bylaws of the Bentbrook Property Owners' Association.

- I. **LAND USE AND BUILDING TYPE:** No lot or part thereof shall be occupied, used or maintained except as a one family residential dwelling primarily devoted to and used as a residence. No lot may be altered except to increase the lot in size.

- II. **EXTERIOR MAINTENANCE**
Southern Properties, LLC, will provide maintenance to Common Areas as follows until such time the Bentbrook Property Owners' Association is formed, at which time the maintenance of these areas will become the responsibility of the Bentbrook Property Owners Association:
 - a. All signs

- b. All fences and/or walls in common areas
- c. Irrigation system in common areas
- d. All electrical and lighting systems in common areas
- e. All landscaping in common areas to include mowing, edging, trimming, chemical treatment and includes upkeep of all right-of-ways and easements adjacent to common areas.
- f. Southern Properties, LLC, will not provide maintenance for individually owned lots.
- g. In the event that damages to any common area is caused by or arises out of any willful or negligent act of an owner, members of his/her family, or his/her guests, the cost of such repair or replacement shall be paid in full by that owner.
- h. In the event a property owner fails to maintain, restore and repair the property in a satisfactory manner, Southern Properties, LLC, and later the Bentbrook Property Owners' Association shall have the right, but not the obligation, through its contractors, agents and employees, to enter said property and to make the necessary repairs. The cost of such maintenance shall be the responsibility of the owner and a suit for specific performance costs may be filed to collect reimbursement of all costs, including reasonable attorney fees.

**III. Construction, Dwelling Quality and Size:
Minimum square footage as follows:**

Lots 1 – 15

All houses shall have a minimum square footage of 2200 square feet of heated and cooled living space, excluding basements, porches, decks, patios, attached garages and carports.

Lots 16-38

All houses shall have a minimum square footage of 2000 square feet of heated and cooled living space, excluding basements, porches, decks, patios, attached garages and carports.

Lots 39 -41

All houses shall have a minimum square footage of 2200 square feet of heated and cooled living space. Basements, porches, breezeways and attached garages are not included in the minimum square footage.

Lots 42-73

All houses on these lots shall be referred to as ***Bentbrook Estates*** and shall have a minimum of 2500 square feet of heated and cooled living space. Basements, porches, breezeways and attached garages are not included in the minimum square footage.

Construction of any house or building must be fully completed within 12 months of the commencement of construction and no unfinished home may be occupied. The visible surface of the foundation of any structure must be covered with the same brick as the residence. The exterior of any structure must be at least 80% masonry. All homes/buildings must have good quality workmanship and materials. All outbuildings and detached garages, permissible for the storage of not more than three cars, are to be constructed from the same materials as the main structure.

No construction of any building shall be commenced until the party proposing to undertake such construction shall have obtained all construction and work permits necessary from all governmental agencies having jurisdiction over any aspect of such construction.

To maintain Bentbrook and Bentbrook Estates as a pleasant and desirable environment, to establish and preserve a harmonious design for the subdivision and to protect and promote the value of the property; no home building, gazebo fence, garage, or any other structure or improvement or addition of any kind shall be erected, placed, attached to or altered until the proposed plans, specifications, exterior color and finish, plot plan (showing proposed location of such home, building or structure, drives and parking area), building height and grading, and drainage plans shall have been

approved in writing by the Architectural Review Committee prior to the commencement of construction.

IV. **BUILDING LOCATION**

A. **Setback Lines**

Setback lines shall be subject to applicable Zoning ordinances, however, in no case shall such setback lines be less than as shown on the recorded plat or plats of such property.

B. **ALL LOTS**

The location of the buildings on all lots shall be as herein provided and in no event shall any dwelling be erected or any lot used in violation of the R-1 requirements as set forth in the Municipal Code of the City of Florence, Alabama.

Easements to each individual lot for installation and maintenance of utilities and drainage facilities are reserved on lots shown on recorded plat. The granting of this easement or right of access shall not prevent the use of the area by the owner for any **permitted purpose except for building.**

THE ARCHITECTURAL AND DESIGN REVIEW COMMITTEE

The Architectural and Design Review Committee shall be composed of three (3) individuals designated by the Developer during the period of developer control and by a majority of lot owners or the association board after the period of developer control terminates. The initial Architectural and Design Review Committee shall consist of: **WADE GILCHRIST, JOSEPH WHITE, AND HEATHER WHITE.** The affirmative vote of a majority of the members of the committee shall be required in order to issue any permit. The Developer shall retain control of the Architectural Review Committee until the Developer has sold or conveyed all the lots subject to this declaration. The

Developer has the right to relinquish control to the property owners' association to control the committee.

Two copies of all plans and related data shall be submitted to the Architectural Review Committee. Approvals shall be dated and shall not be effective for construction commenced more than twelve (12) months after such approval. Disapproved plans and related data shall be accompanied by a reasonable statement of items found unacceptable. In the event approval of such plans is not granted or denied within thirty (30) days following receipt by the Architectural Review Committee of the written request for approval, the provisions of this section shall be waived. Refusal or approvals of plans, site location, building height, or specification may be based by the Architectural Review Committee upon any ground which is consistent with the objectives of these covenants, including purely aesthetic considerations, so long as such ground is not arbitrary or capricious. The Architectural and design review shall be directed toward obtaining the following objectives:

- A. Preventing excessive or unsightly grading, indiscriminate earth moving or clearing or property, removal of trees and vegetation which could cause disruptions of natural water courses or sear natural land forms.
- B. Insuring that the architectural design of structures and their materials and colors are visually harmonious with the overall appearance of lands owned by the Developer and others.
- C. Insuring that any development, structure or landscaping complies with the provisions of these covenants.
- D. Restrictions on Leases: No lot or portion thereof shall be leased for a period of less than twelve (12) consecutive months.
- E. Landscaping: All lots, at a minimum, shall be seeded or sodded in all unimproved areas. Unimproved areas must be cut on a regular basis.

- F. Exterior Finish: All exterior finishes must be approved by the Architectural Review Committee prior to construction.
- G. Roofing: All asphalt roofing material shall be architectural shingled only. All other roofing material shall be approved by the Developer. No turbines of any kind shall be allowed on the roof of any dwelling. A minimum roof pitch of 8 in 12 is required. Roofing of less pitch shall be allowed only in minor areas not to exceed 20% of total roofing area or as may be approved by the Architectural Review Committee. All appurtenant roofs shall be of same materials and colors as the main structure.
- H. Driveway/Parking: All homes must have a driveway of a permanent nature, constructed of concrete or brick paver. All driveways must be completed at the time of completion of main dwelling structure and must be designed in a fashion to accommodate cars for both owners and guests. Entryways on lots which may front on two streets shall require Architectural Review Committee approval.
- I. Exterior Lighting: Exterior lighting of homes or landscaping shall be in character and keeping with the general subdivision. Yard lighting shall be directed downward and away from adjacent property.
- J. Mailboxes/Newspaper Boxes: The design of all mail and/newspaper boxes must be approved by the Architectural Review Committee.
- K. Outdoor equipment: All garbage and trash containers, bottled gas tanks, swimming pool equipment and housing, sprinkler pumps and other outdoor equipment must be placed at a site or screened as to not be readily visible from any adjacent street or property. Adequate landscaping shall be installed around these facilities and maintained by the owner.

- L. Sidewalk: Each owner shall be responsible for constructing, at owner's sole expense, a concrete sidewalk along the entire road frontage of said owner's lot. The location and specifications of said sidewalk shall be established by the Developer and reviewed by the Architectural Review Committee.
- M. Trucks, Commercial Vehicles, Recreational Vehicles, Boats, Campers and Trailers and Utility or Recreational Trailers: No commercial truck, commercial vehicle, or equipment shall be permitted to be parked or to be stored at any place on the property. This prohibition on parking shall not apply to temporary parking of trucks and commercial vehicles used for short time pick up and delivery. No boat, boat trailer, or other trailer of any kind, camper, mobile home, motor home, or disabled vehicles shall be permitted to be parked or stored unless fully enclosed inside a structure. None of the aforementioned vehicles shall be used as a domicile or residence, either permanent or temporary. Motor homes, travel trailers, campers, boats and recreational or utility trailers are not to be parked on the streets. Owners may park in private driveways for a period of time not to exceed 24 hours for loading and off loading.
- N. Signs: No signs, free standing or otherwise installed, shall be erected or displayed in or on any lot or structure, except for a realtor, "for sale by owner", and builder signs. The maximum number of signs that are permitted on a lot is two (2), one in front and one in back. If new construction, the builder and the realtor may place one sign each at the front and at the back of the house. All signs must be staked in the ground.
- O. Animal Control: Commonly accepted household pets such as dogs, cats and pet birds may be kept in reasonable numbers, provided that they are not kept, bred or maintained for any commercial purpose. Any outside dogs or cats must be contained on the owner's property or

on a leash. No chronic barking dogs will be allowed in the subdivision. The main purpose and intention of this restriction is to maintain the quiet and peace of the subdivision and for the safety of residents in the subdivision. All City Leash Laws apply.

- P. Fences: No fencing in excess of six (6) feet in height shall be allowed on any lot. No chain link fences shall be allowed on any lot. All fences, hedges, or ornamental structures must be approved in writing by the Architectural Review Committee prior to construction thereof.
- Q. Bird Baths and Statuary: No bird baths or statuary will be permitted on front lawns (ground covered with grass that is mowed regularly). Front lawn areas will be kept clean and neat. No basketball goals may be located nearer the street than the side of the house.
- R. At no time shall any vehicle, whether operable or inoperable, be parked on lawns or vacant lots.
- S. Satellite and antennas: No exterior antennas, antenna poles, antenna masks, towers or other such apparatus shall be permitted. Satellite dishes shall be located at the rear of the house in an inconspicuous location and shall be screened from the view of the front street.
- T. No parking of any kind shall be allowed on the common grounds or undeveloped lots of the subdivision.
- U. All awnings, canopies, shutters, patio covers, etc. must be approved in writing by the Architectural Review Committee. No wall or window air conditioning units shall be allowed.
- V. Garbage and Refuse: No lumber, metals, or bulk materials shall be kept, stored or allowed to accumulate on any lot within the property, except building materials during the course of construction. No refuse or trash shall be kept,

stored or allowed to accumulate except between scheduled pick-ups. Builders must provide dumpsters on the property during construction and reasonable clean-up shall be completed upon the construction site on a daily basis by builders and sub-contractors.

- W. Pools and pool enclosures: All pools, pool enclosures, spas or Jacuzzis must be designed to compliment the architectural components of the dwelling. No above ground pools shall be installed on any lot. All pools, pool enclosures, spas and Jacuzzis and equipment must be approved by the Architectural Review Committee in writing prior to construction.
- X. Roads/Streets: All roads shown on the plat are hereby dedicated to the City of Florence, Alabama and shall be for public use as roads.
- Y. Option of Developer/Property Owners to purchase: In the event the dwelling on any Lot is wholly or partially destroyed by fire, flood or any other cause or casualty and the Owner thereof does not rebuild or restore the same to like good order and condition as existed prior to such total or partial destruction within six months of such destruction, then the Developer or the Property Owners' Association will have the right and option to purchase such lot at fair market value thereof as fixed and determined by the average of three appraisals in writing, one by each of three licensed real estate brokers or appraisers licensed to do business in Lauderdale County, Alabama. If the Developer or Property Owners' Association does not exercise the option, then any other lot owner in the subdivision may do so on a first come basis.

TERMS OF RESTRICTIONS AND AMENDMENTS: The protective covenants and restrictions of this Declaration shall run with and bind the land and shall be binding on all persons claiming under them for a period of

twenty (20) years from the date this Declaration is recorded, after which time they shall automatically be extended for successive periods of ten (10) years. This Declaration may be amended by an instrument signed by not less than seventy-five (75%) of property owners. Any amendment must be recorded in the office of the Judge of Probate of Lauderdale County, Alabama.

Violations: If any person or entity shall violate any of the protective covenants or restrictions herein, it shall be lawful for any person or persons owning property in this subdivision to prosecute any proceedings at law or in equity against the persons or person violating any such protective covenants or restrictions to prevent any such violation or attempted violation or recover damages for same. The property owner found by the Courts to violate these covenants or restrictions will be obligated to pay the attorney fees of the parties filing the legal action.

If a property owner is not in compliance with the Covenants and Restrictions of Bentbrook Subdivision and Bentbrook Estates, the property owner will first receive a verbal communication as to the nature of the non-compliance.

If the non-compliance is not corrected within 15 days of the verbal communication, there will be a written warning.

If the non-compliance or violation is not corrected within 15 days of the written warning, a fine of \$100.00 will be imposed.

If the correction is still not made within 45 days of the verbal communication, a \$250.00 fine will be imposed. Should the fines be ignored and violations continue, appropriate legal action may be taken against the person or persons violating the covenants and restrictions. The non-compliant property owner shall be held responsible for all legal and court fees.

SEVERABILITY:

Invalidation of any one of these protective covenants or restrictions by judgment or Court shall in no way effect any of the other provisions which shall remain in full force and effect.

MISCELLANEOUS:

If there is a conflict between these Protective Covenants and the subdivision plat, the plat will override these covenants.

Executed this _____ day of _____ 2008.

Southern Properties, LLC

Wade Gilchrist, Member

Joseph White, Member

State of Alabama
Lauderdale County

I, the undersigned authority, a Notary Public in and for said county and in said State, hereby certify that Wade Gilchrist and Joseph White, whose names as Members of Southern Properties, LLC, is signed to the foregoing Declaration of Covenants Conditions, and Restrictions and are known to me, acknowledged before me on this day, that, being informed of the contents of the foregoing, they in capacity as members and full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and official seal, this _____ day of _____, 2007.

Notary Public

My Commission Expires: _____