

RESTRICTIONS

PART A: DECLARATION

KNOW ALL MEN BY THESE PRESENTS: That, Whereas, the undersigned 3RD DEVELOPMENT CORP., (hereinafter referred to as "Developer"), is the owner of all of the lots and property known as ABBINGTON DOWNS, Madison, Alabama, which is subdivided and platted according to the plat of Abbington Downs, Madison, Alabama, and of record in the Office of the Judge of Probate of Madison County, Alabama, in Plat Book 27, Pages 93 & 94; and

WHEREAS, it is the desire of the undersigned, as the owner of said property, to fix and establish certain restrictions as to the use and enjoyment of said lots and property embraced in said plat and to make such restrictions as a part of the dedication of the streets, alleys, public ways so dedicated to the public by the filing of such plat and thereby protect all persons, firms or corporations that may hereinafter become the owners of said property or lots or parts thereof.

NOW, THEREFORE, in consideration of the premises and other valuable consideration, the receipt whereof is hereby acknowledged, 3RD DEVELOPMENT CORP. hereby agrees that said lots and property located in said plat shall be subject to the following covenants, terms, conditions, restrictions and limitations.

PART B: AREA OF APPLICATION

FULLY PROTECTED RESIDENTIAL AREA. The residential area covenants in Part C in their entirety shall apply in their entirety to the subdivision.

PART C: RESIDENTIAL AREA COVENANTS

C-1 LAND USE AND BUILDING TYPE. No lot shall be used except for residential purposes. There shall not exist on any lot at any time more than one residence. No building shall be erected, altered, placed or permitted to remain on any lot other than one detached single-family dwelling not to exceed two and one-half stories in height and a private garage for not more than three cars.

C-2 ARCHITECTURAL CONTROL. For the purpose of insuring the development of the lands so platted as an area of high standards, no building, structure or 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. More specifically, such approval shall also include type and color of brick, mortar, roof shingles, outside colors, mail boxes, fences, landscaping and any other such items as further delineated in Part D of the Restrictions. 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 hereinafter 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.

C-3 DWELLING QUALITY AND SIZE. The ground floor heated living area of the main structure, exclusive of open porches, terraces and garages, shall be not less than 2200 square feet for a one-story dwelling, nor less than 1000 square feet (ground floor area) for a dwelling of more than one story. The total heated living area for a dwelling of more than one story shall be not less than 2400 square feet.

C-4 BUILDING LOCATIONS. No building or any part thereof, including garages and porches, 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 set-back lines as shown on the recorded plat. Where two or more lots are acquired as a single building site, the side lot lines shall refer only to the lot lines bordering the adjoining property owners.

C-5 SUBDIVISION OF LOTS. None of the lots shall at any time be divided into as many as two building sites, provided however, a single lot together with contiguous portions of one or more lots in the same block may be used for one building site.

C-6 EASEMENTS. Easements to each individual lot for installation and maintenance of utilities and drainage facilities are reserved on the lots as shown on the 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 buildings. A right of pedestrian access by way of a driveway or open lawn area shall also be granted on each lot, from the front lot line to the rear lot line, to any utility company having an installation in the easement.

C-7 NUISANCES. No horses, cattle, swine, goats, poultry, or fowl shall be kept on any lot. No clothes lines, garbage cans, equipment, coolers, dog houses, woodpiles or storage piles shall be permitted unless concealed by hedges, lattice work or screening acceptable to the Architectural Control Committee. No underbrush or other unsightly growths shall be permitted to grow or remain upon the premises, and no refuse pile or unsightly objects shall be allowed to be placed or suffered to remain anywhere thereon.

C-8 TEMPORARY STRUCTURES. No structure of a temporary character, trailer, tent, shack, garage, barn or other outbuildings shall be permitted on any lot at any time either temporarily or permanently.

C-9 SIGNS. No sign of any kind shall be displayed to the public view on any lot except that one sign of not more than eight (8) square feet advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and sales period.

C-10 OIL AND MINING OPERATIONS. No oil-drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any lot. No derrick or other structure designated for use in boring for oil or natural gas shall be erected, maintained or permitted upon any lot.

C-11 COMMERCIAL VEHICLES. No trucks, boats, trailers, etc., commercial type vehicles, motor homes, construction or like equipment or mobile or stationary trailers of any kind shall be stored or parked on any lot except while parked in a closed garage nor parked on any residential street in the subdivision except while engaged in transporting to or from a residence in the subdivision.

C-12 GARBAGE AND DISPOSAL. No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such materials shall be kept in a clean and sanitary condition.

C-13 SEWAGE DISPOSAL. No individual sewage disposal system shall be permitted on any lot unless such system is designed, located and constructed in accordance with the requirements, standards, and recommendations of both state and local public health authorities. Approval of such system as installed shall be obtained from such Authority.

C-14 WALLS. No boundary wall or fence shall be constructed and no boundary line hedge or shrubbery shall be permitted until the height, type, design, and approximate location therefor shall have been approved in writing by the Architectural Control Committee. No chain link or similar type fence shall be permitted. The heights or elevations of any wall shall be measured from the existing elevations of the property at or along the applicable points of lines. Any question as to such heights may be completely determined by the Architectural Control Committee.

C-15 LETTER AND DELIVERY BOXES. The Architectural Control Committee shall approve the location, color, size, design, lettering and all other particulars of all mail or paper delivery boxes, brackets and name signs for such boxes in order that the area be kept uniform in appearance with respect thereto.

C-16 UTILITY LINES, RADIO AND TELEVISION ANTENNAS AND SOLAR PANELS. All electrical service and telephone lines shall be placed underground. No exposed or exterior radio or television transmission or receiving antennas, satellite dishes and solar panels shall be erected, placed, or maintained on any part of such premises unless concealed from the view of neighboring lots, roads, or streets.

C-17 LAND ELEVATION AND LANDSCAPE PLAN. No substantial changes in the elevations of the lot shall be made without the prior written approval of the Architectural Control Committee. A detailed 'landscaping plan must be submitted to the Architectural Control Committee and its written approval obtained prior to the commencement of any work. Such plan must include a minimum of seven (7) trees (4 in the front yard and 3 in the rear yard) each being at least 8 to 10 feet in height. Front yards must be sodded. Side and rear yards may be seeded. The entire yard may be seeded however, only if a sprinkler system is installed at the same time (i.e. during initial construction landscaping).

C-18 TREE REMOVAL. No trees larger than six (6) inches in diameter at the base that are outside or beyond ten (10) feet of the house foundation or five (5) feet of driveways or walks shall be removed without prior written approval of the Architectural Control Committee.

C-19 POOLS. Swimming pools shall not be nearer than fifteen (15) feet to any lot line and shall not project 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.

C-20 CONSTRUCTION DEBRIS. Owners of lots and their builders shall be responsible for keeping all debris, i.e., dirt, mud, etc. off the streets during construction. Owners of lots and their builders shall be responsible for limiting the burning of waste materials on site to a small, confined warming fire during cold weather. All other debris shall be promptly removed from the lot after construction is completed.

C-21 PARKING. No on-street parking shall be permitted by lot owners, their families, employees, tenants and guests except for special circumstances, i.e., social functions, inclement weather, etc. Side, rear and front entry garages are permitted. No carports shall be permitted.

C-22 SIDEWALKS. The construction of any sidewalks required by any municipality having jurisdiction over the premises and the cost thereof shall be the sole responsibility of the lot owner as to his lot. Such required sidewalk must be installed no later than October 15, 1994. In the case of non-compliance, the Developer shall install the required sidewalk and bill the then current owner.

PART D. ARCHITECTURAL CONTROL COMMITTEE

D-1 MEMBERSHIP. The Architectural Control Committee is composed of Linda Speigle and Steven R. Dorfman of Huntsville, Alabama. The committee may designate a representative to act for it. In the event of death or resignation of either member of the Committee, the remaining member 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 the Committee, when made in good faith, shall be binding and conclusive on all lot owners.

D-2 CONSTRUCTION MATERIALS. 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 standard or architectural grade shingles, their equivalent, or better, and 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 building exteriors must be of brick, stone or stucco on at least three sides (front & both ends). End gables may be sided.

D-3 APPROVAL OF PLANS. 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, wall 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 Developer 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.

D-4 PROCEDURE. 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.

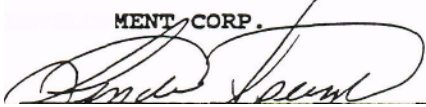
PART E; GENERAL PROVISIONS.

E-1 TERM. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of fifty (50) years from the date of the recordation of these covenants, after which time said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by a majority of the then owners of the lots have been recorded, agreeing to change said covenants in whole or in part.

E-2 ENFORCEMENT. Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant either to restrain violation or to recover damages.

E-3 SEVERABILITY. Invalidation of any one of these covenants by Judgment or Court Order shall in no wise affect any of the other provisions which shall remain in full force and effect.

IN WITNESS WHEREOF, the said SRD Development Corp. by its officers, who are authorized to execute this instrument, hereto set their signature and seal, this the 23rd day of November, 1992.

SRD   
D  
ITS: PRESIDENT  
E

VELOP] BY:

BY:  
STEVEN R. DORFMAN

*b*


ITS: SECRETARY/TREASURER

STATE OF ALABAMA

COUNTY OF MADISON

I, the undersigned, a Notary Public in and for said County and State, hereby certify that Linda Speigle whose name as President of SRD Development Corp. is signed to the foregoing Restrictions and covenants, and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, she, 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 official seal this th> 23 day of November, 1992.

NOTARY PUBLIC 

MY COMM. EXPIRES: 1-7-96

STATE OF  
ALABAMA COUNTY  
OF MADISON

I, the undersigned, a Notary Public in and for said County and State, hereby certify that Steven R. Dorfman whose name as Secretary/Treasurer of 3RD Development Corp. is signed to the foregoing Restrictions and covenants, and who is known to me, acknowledged before me on this day that, being informed of the contents of the 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 official seal this the 23 day of November, 1992.

NOTATRY PUBLIC: Theresia D. Harding  
MY COMM. EXPIRES: 1-7-96

THIS INSTRUMENT PREPARED BY:

RANKIN SNEED, ATTORNEY AT  
LAW 206 LINCOLN STREET'  
HUNTSVILLE, ALABAMA 3580L