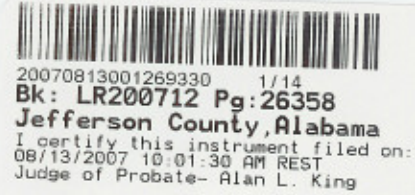


**DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS**

**FOR**

**DEER CROSSINGS  
AT CARRINGTON**



STATE OF ALABAMA  
JEFFERSON COUNTY

**DECLARATION OF COVENANTS;  
CONDITIONS; RESTRICTIONS; AND RIGHTS**

**DEER CROSSINGS AT CARRINGTON**

This Declaration of Covenants; Conditions; Restrictions; and Rights, hereinafter referred to as the "Declaration", is made as of the 10th day of August, 2007, by Carrington Developers, LLC, hereinafter referred to as the "Declarant".

WHEREAS, the Declarant is the owner of the following real property (hereinafter referred to as the "Property"), situated in Jefferson County, Alabama, as evidenced by the map or plat of said Property in Map Book 226, Page 10, in the Probate Office of Jefferson County, Alabama. This Declaration is intended (i) to impose upon the Affected Property mutually beneficial restrictions under a general plan of improvement for the benefit of the owners of each portion of the Affected Property and (ii) to establish a flexible and reasonable procedure for the overall development, administration, maintenance and preservation of the Affected Property.

NOW, THEREFORE, Declarant hereby declares that all of the Affected Property shall be held, sold, and conveyed subject to the following easement, restrictions, covenants, conditions, and rights which are for the purpose of creating uniformity, protecting the value and desirability of the Property, and which shall run with the Property and be binding on all parties having any right, title or interest in said Property or any part thereof, and their heirs, administrators, successors, and assigns, and shall inure to the benefit of each Owner thereof.

**ARTICLE 1: ARCHITECTURAL STANDARDS**

1.1 Development Control Committee A Development Control Committee ("DCC") is hereby established consisting of at least three, but not more than five, Persons. The members of the DCC need not be members of the homeowners association. Until 100% of the Units have been developed and conveyed to Owners other than Builders, the Declarant retains the right to appoint all members of the DCC who shall serve at the Declarant's discretion. There shall be no surrender of this right prior to that time except in a written instrument in recordable form executed by Declarant. Upon the expiration of such right, the homeowner's association shall appoint the members of the DCC, of which a majority shall be Owners of Units within the Affected Property, who shall thereafter serve and may be removed at the association board's discretion.

1.2 General Provisions.

(a) General Prohibition. No Improvements shall be placed, erected, or installed upon any Lot or Dwelling, or adjacent to any Lot or Dwelling where the purpose of the Improvement is to service such Lot or Dwelling, except in

compliance with this Article 1.

(b) Scope of Provisions. The provisions of this Article 1 shall apply to any proposed new Improvements, and also to any modifications, additions, and/or alterations to any existing Improvements. The DCC by resolution may exempt certain modifications, additions, and/or alterations to existing Improvements from the application and approval requirements of this Article 1, provided that such modifications, additions, and/or alterations are undertaken in strict compliance with the requirements of such resolution, comply with all Use Restrictions detailed in Article 2, and comply with any and all applicable building and zoning codes of all agencies having jurisdiction.

(c) Certain Exceptions. This Article shall not apply to the activities of the Declarant nor to improvements to the Common Area by or on behalf of the Association.

(d) Separate Requirements. The provisions of this Article 1, and the application of any guidelines, procedures, or rules adopted by the DCC hereunder, are in addition to any and all municipal, county, and other governmental requirements. All standards and criteria are subject to current and future federal, state, county, and city regulations, whichever are more restrictive. The provisions of this Article 1, and of any guidelines, procedures, or rules adopted by the DCC hereunder, shall not be construed to impose requirements in violation of any applicable federal, state, county, or city regulations.

1.3 Criteria. The criteria of importance to the DCC includes the need to preserve the architectural and aesthetic appearance and natural setting and beauty of the Subdivision, to establish and preserve a harmonious design, and to protect and promote the value of the property. Review and approval of any application is made on the basis of aesthetic considerations only and neither the DCC nor the Declarant shall bear any responsibility for ensuring the structural integrity or soundness of approved Improvements, nor for ensuring compliance with building codes and other governmental requirements. Each Owner acknowledges that opinions on aesthetic matters are subjective and may vary as committee members change over time. Neither the Declarant, the Association, the Board, any committee, or member of any foregoing shall be held liable for any injury, damages, or loss arising out of the manner or quality of approved Improvements. In all matters, the committees and their members shall be defended and indemnified by the Association.

#### 1.4 Review Procedures.

(a) General Statement. The authority to review and approve any plans and specifications for any Improvements as provided herein is a right and not an obligation. It is not the responsibility of the DCC to review submissions to determine whether they comply with applicable government requirements and restrictions. Contractors, Builders, and Owners shall have the sole obligation to oversee and to construct Improvements in accordance with the approved plans, approved specifications, restrictions hereof, and all applicable building and zoning codes of all agencies having jurisdiction.

Guidelines and procedures for the submittal to and approval of materials by the DCC shall be governed by the provisions of this Declaration, and such additional guidelines, procedures and rules as the DCC may establish from time to time. The DCC has been established to promote quality development and benefit private landowners within the Affected Property. The DCC will act in an advisory capacity to assist with information concerning its procedures, to answer questions regarding its standards and requirements, and to review and respond to planning and design information received concerning proposed Improvements. The DCC process is in addition to the approval requirements of the appropriate city or county agencies and other governmental authorities.

(b) Particular Procedures. Subject to future amendment in accordance with Section 1.4 (c) below, the guidelines and procedures of the DCC shall include the following:

(i) Before construction of any Improvement can commence on any lot within the Property, construction documents must be submitted to the DCC for review and approval. These documents should be in sufficient detail to clearly communicate all major elements of design, including layout, elevations, finish material, storm water &

erosion control plan and/or best management practices plan (BMP), and any other information needed to meet the requirements under Article 2 (Use Restrictions) of this Declaration. A response shall be given by the DCC to the Owner within seven (10) days of the date of receipt of the required documents.

(ii) A construction approval granted by the DCC shall remain in force for a period of 12 months. If during this period the site has not been cleared and graded, with footings poured and framing and other related construction work having commenced, then the required documents must be resubmitted to the DCC for review and approval.

(iii) Any submittal which contains a variance between the applicant's design and provisions of this Declaration and DCC guidelines, procedures and rules must include specific identification of the variance request and the reasons therefore. It is the applicant's responsibility to notify the DCC of any such proposed variances, and approval of construction documents by the DCC does not constitute approval of any variance unless that variance has been specifically identified and requested in writing by the applicant and specifically approved in writing by the DCC.

(iv) Any amendments to the DCC's guidelines, procedures and rules shall be prospective only, and shall not be applied to require modification to or removal of any Improvements which have actually commenced pursuant to an approval previously issued by the DCC.

(c) The DCC shall have the sole and full authority to amend and modify its guidelines, procedures and rules from time to time, subject only to the limitations imposed in Section 1.4 (b)(iv) hereinabove. Otherwise, there shall be no limitation on the scope of such amendments by the DCC, and the DCC is expressly authorized to amend its guidelines, procedures and rules from time to time to remove requirements previously imposed to otherwise make its guidelines less restrictive.

1.5 Permit. It is not the responsibility of the DCC to review submissions to determine whether they comply with applicable government restrictions. The applicant must insure such compliance. Regulatory approvals do not preclude the authority and responsibility of the DCC for design review, and vice versa.

The Owner of any lot in said Property will acquire, before any construction activities and/or improvements on any lot shall commence, all necessary permits and approvals required by all governmental authorities having jurisdiction over said Property. This includes storm water & erosion control permits, Health Department septic tank approvals, building permits, and any other permits, approvals, inspections, or reviews, that may be required by governmental authorities with jurisdiction. The Owner further agrees to provide the DCC a copy of all the approved and permitted storm water & erosion control and/or Best Management Practices (BMP) plans required by the governmental authorities.

1.6 Enforcement. Any Improvement placed or made in violation of this Article shall be deemed to be nonconforming. Upon written request from the DCC, Owners shall, at their own cost and expense, remove such Improvement and restore the property to substantially the same condition as existed prior to the nonconforming work. Should an Owner fail to remove and restore as required, any authorized agent of the DCC or the Board shall have the right to enter the property, remove the violation, and restore the property to substantially the same condition as previously existed. All costs, together with the interest at the maximum rate then allowed by law, may be assessed against the nonconforming Unit and collected as a Specific Assessment. In addition, the DCC shall have the right to exercise any means of enforcement otherwise set forth in this Declaration. Unless otherwise specified in writing by the DCC, all DCC approvals shall be deemed conditioned upon completion of all elements of the approved work and all work previously approved with respect to the same Unit, unless approval to modify any application has been obtained. In the event that any Person fails to commence and diligently pursue to completion all approved work, the Association shall be authorized, after notice to the Owner of the Unit and an opportunity to be heard, to enter upon the Unit and remove or complete any incomplete work and to assess all costs incurred against the Unit and the Owner thereof as a Specific Assessment.

Neither the DCC, any DCC member, nor the Association, the Declarant, or their officers or directors, shall be held liable to any Person for exercising the rights granted by this Article. Any contractor, subcontractor, agent, employee,

or other invitee of an Owner who fails to comply with the terms and provisions of this Article or the Design Guidelines may be excluded by the DCC from the Affected Property, subject to the notice and hearing procedures.

In addition to the foregoing, the Association shall have the authority and standing to pursue all legal and equitable remedies available to enforce the provisions of this Article and the decisions of the DCC.

## ARTICLE 2: USE RESTRICTIONS

2.1 General. This Article sets out certain use restrictions which must be complied with by all Owners and occupants of any Unit. The Units shall be used only for residential, recreational, and related purposes (which may include, without limitation, model homes, an information center and/or a sales office for any real estate broker retained by the Declarant, offices for any property manager retained by the Association, or business offices for the Declarant or the Association) consistent with this Declaration and any Supplemental Declaration.

2.2 Rules and Regulations. In addition to the use restrictions set forth in this Article, the DCC may, from time to time, without the consent of the Owners, promulgate, modify, or delete rules and regulations applicable to the Property. Such rules shall be distributed to all Owners and occupants prior to the date that they are to become effective and shall thereafter be binding upon all Owners and occupants until and unless overruled, canceled, or modified in a regular or special meeting by a majority of the Owners, and the written consent of the Declarant, so long as the Declarant owns any property which is subject to this Declaration or which may be unilaterally subjected to this Declaration by the Declarant.

2.3 Lots. Each lot shall be used exclusively by the Owner thereof, members of the Owner's family, servants, tenants, or guests, as a single family residence. No business, trade, or similar activity shall be conducted upon a lot without the prior written consent of the Board. An Owner or occupant residing in a dwelling may conduct business activities within the dwelling so long as: (a) the existence or operation of the business activity is not apparent or detectable by sight, sound, or smell from outside the unit; (b) the business activity does not involve regular visitation of the dwelling by clients, employees, customers, suppliers, or other business invitees or door-to-door solicitation of residents; (c) the business activity is consistent with the residential character of the subdivision and does not constitute a nuisance, or a hazardous or offensive use, or threaten the security or safety of other residents, as may be determined by the sole discretion of the DCC and (d) any licenses and/or permits required by any governing authority with jurisdiction have been acquired.

No mobile homes or residences of temporary character shall be constructed or placed on any lot. Construction trailers and/or real estate sales trailers may be kept on the lots with the approval of the DCC and must be for a limited period of time established by the DCC.

2.4 Nuisance. No noxious, offensive, or unlawful activity shall be conducted upon the Property, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood. No trash, garbage, rubbish or debris of any kind shall be dumped, placed or permitted to accumulate upon any lot or any portion of the Property nor shall any nuisance or odors be permitted to exist or operate upon or arise from any lot or improvements which would render any portion thereof unsanitary, unsightly, offensive or detrimental to persons using, occupying or owning any other lots within the Property. The DCC reserves the right (after 10 days notice to owner) to enter any residential lot during normal working hours for the purpose of mowing, removing, cleaning or cutting underbrush, unsightly growth, and the removal of trash, garbage, rubbish, or debris of any kind, which in the opinion of the DCC detracts from the overall beauty and safety of the Property and 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 equity.

2.5 Animals. No animals, poultry, or livestock shall be raised, bred or kept on any lot, except that dogs, cats, or other usual and common household pets may be kept provided that they are not kept for any commercial purpose. All pets shall be reasonably controlled by the owner whenever outside a Dwelling and shall be kept in such a manner as to not become a nuisance by barking or other acts. The owners of the pet shall be responsible for all of the pet's

actions. There shall be a limit of three (3) pets kept outdoors per Dwelling, but the DCC retains the right to increase the limit or issues waivers of it if circumstances warrant it.

2.6 Dwelling Size. Each residence must contain at least the minimum living (heated) area indicated as follows: (1) 2,500 square feet ; (2) a multi-level home must have a minimum of 1,800 square feet of living area on the first floor. Basements, garages, decks, porches, or other appurtenances shall not be included in calculating the square footage requirement.

2.7 Setbacks. All buildings or structures must be located behind the minimum setback lines as shown on the recorded plat of the subdivision and the rear and side setback requirements of the City of Trussville. Any encroachment of this setback requirement must first be approved in writing by the DCC, the City of Trussville, and any other required Governmental Agency. The DCC reserves the right to require greater building setback requirements than those shown on the recorded plat or greater than those required by the City of Trussville.

2.8 Satellite Dishes. Satellite dishes ,approved by the DCC, will be allowed as long as they are not located in the following locations: (1) the front yard of the residence, (2) attached to the front elevation or front roof line of the residence, or (3) any location where the visibility of the dish is not restricted from the front of the residence. Screening, plants or other methods approved by the DCC may be used to restrict the visibility of the dish. The DCC will have the final authority to determine if the location of the dish is satisfactory. Transmitting towers, radio and TV antennas, or similar structures not approved by the DCC shall not be permitted in the yard of any residence or attached to the exterior of any structure.

2.9 Brick & Concrete Block. The front and both sides of all dwellings must be of a brick, stone, or stucco exterior with the exception of dormers and other areas that may be deemed not structurally capable of sustaining such exteriors. These exceptions and any other requested exceptions must be approved by the DCC. No concrete block work, including foundations, concrete block steps, walkways, walls, etc., whether painted, or otherwise, shall show above ground from the exterior of any building. Decorative concrete block may be used for retaining walls with the approval of the DCC. No simulated brick or simulated stone will be used on the exterior of any residence or accessory buildings, walls, steps, etc., without the approval of the DCC.

2.10 Windows. Wood frame, aluminum clad or vinyl windows will be used exclusively on the sides, fronts, and rears of the dwellings. Painted or unpainted aluminum windows or other types of windows may not be used unless first approved by the DCC.

2.11 Wood Steps. No wood steps, stoop or porch shall be constructed on the front or side of a dwelling so as to be visible from a street. Any steps on the front of a dwelling shall be constructed of brick or stone as appropriate. No concrete steps shall be allowed except steps on sidewalks.

2.12 Siding. No vertical siding of any type or 4 foot by 8 foot or 4 foot by 9 foot composition siding shall be used on the exterior of any dwelling without the written approval of the DCC.

2.13 Roofing. The DCC shall have the right to establish specific requirements for the pitch of any roof and approve the type of roofing materials which may be utilized for any Dwelling. Solar or other energy collection panels, equipment or devices shall not be installed or maintained from any Lot that is visible from the front of any Dwelling unless it is first approved in writing by the DCC. All plumbing and heating vents, stacks and other projections of any nature on the roof shall to the extent practicable, not be placed on the front roofline of the Dwelling, as to eliminate visibility from the front.

2.14 Construction Time. All dwellings must be completed within twelve (12) months after the commencement of construction.

2.15 Perimeter Fencing. No fence of any kind shall be erected at, near or along the front property line nor from or between the rear line of the house to the front lot line. Any fencing shall be of wood, brick, vinyl, ornamental iron,

or other types of a design and quality approved by the DCC. This restriction does not apply to the use of "Silt Fencing" during the construction phase of the dwelling. All swimming pools shall be surrounded by approved fencing.

2.16 Outbuildings. No structure of any character; trailer, tent, shack, barn, or other outbuilding shall be used on any lot, at any time, as a residence either temporary or permanently. Exception being the Declarant, the developer, or builders, shall be permitted to install, on one of their lots only, a structure and related facilities designed and used as a construction or sales field office during the Construction and Sales Period.

2.17 Automobiles, Boats, etc. Automobiles and non-commercial trucks and vans shall be parked only in the garages or in the driveways serving the dwelling unless otherwise approved by the DCC; provided however, the Declarant and/or the Association may designate certain on-street parking areas for visitors or guests subject to reasonable rules. No automobiles and non-commercial trucks and vans that are incapable of being operated upon the public roadways will be stored on any Lot, unless in the basement or garage of the dwelling. There shall be no extensive repair work on automobiles or similar vehicles in front of or in the driveway of dwellings on any lot. No tractor trailer trucks or large commercial trucks shall be allowed to be parked on any lot, or in front of any lot, unless it is parked there for the purpose of delivering or loading of items.

Recreational vehicles shall be parked only in the garages serving the dwelling or on other hard-surfaced areas which are not visible from the street or other dwellings within the subdivision. The term "recreational vehicles" as used herein, shall include, without limitation, motor homes, mobile homes, boats, trailers, other towed vehicles, motorcycles, minibikes, scooters, go-carts, golf carts, campers, buses, commercial trucks and vans. Any recreational vehicle parked in violation of this provision in excess of two days shall be considered a nuisance, unless a written waiver of this violation is issued by the DCC, and may be removed from the Properties.

All vehicles shall be subject to such reasonable rules and regulations as the DCC may from time to time determine.

2.18 Oil Drilling. No oil drilling, oil development operation, oil refining, quarrying, or mining operation of any kind shall be permitted upon or in any lot, nor shall oil wells, storage tanks, tunnels, mineral excavations or shafts be permitted upon or in any lot.

2.19 Storage Tanks. There shall be no exposed above-ground tanks for storage of fuels, water or any other substances, except for a reasonable amount of fuel that may be stored on each Property for operation of lawn mowers and similar tools or equipment, for outdoor grills and similar cooking equipment, or for emergency purposes.

2.20 Entrance Features. Gates, gatehouses, lighting, signs, mailboxes, driveways, and other entrance features shall conform with the architectural character of the dwelling and the Subdivision as a whole. All driveways shall be constructed of concrete, asphalt, or brick. Any deviation from this must be approved by the DCC.

2.21 Signs. No sign of any kind shall be displayed to the public view on any lot, except for one professional sign of not more than two (2) square feet, one sign of not more than six (6) square feet advertising the property for sale, or signs used by the Declarant, developer or builders to advertise the property during the Construction and Sales Period. The approval of any other signs or posters, including, without limitation, political campaign signs, shall be upon such conditions as may from time to time be determined by the DCC.

2.22 HVAC Units. Outside air conditioning units may not be located in the front yard. All outside air conditioning units, air conditioning compressors units, shall be hidden from view from any public street by shrubbery, the dwelling, or other year-round foliage or fencing. No window mounted heating or air conditioning units or window fans shall be permitted on the front or side exterior of any dwelling or where they are visible from a roadway. Any such unit and the location thereof must meet the approval of the DCC.

2.23 Re-subdividing. Any re-subdividing or re-surveying of any lot in the Property must be first approved in writing by the DCC and, if required, by the City of Trussville, the Jefferson County Health Department, and any

other governmental authority that may have jurisdiction.

2.24 Lakes, Ponds & Streams. Any man made lakes or ponds, with the exception of ornamental lawn ponds, must be approved by the DCC and any governmental authorities, as may be required. Ornamental lawn ponds may only be placed behind the rear line of the dwelling. The stream that runs across or adjacent to lots 5, 6, 7, 8, 12, 13, 20 & 21, shall remain in it's natural state and shall not be diverted or dammed nor any additional piping or excavating without the written approval of the Declarant.

2.25 Landscaping. Upon the completion of a dwelling, the lot shall be landscaped sufficiently to acquire and maintain a good ground cover to prevent erosion and contoured in such a way as to eliminate excessive drainage onto adjacent lands or any other lots in the Property. The permanent lawn shall be landscaped in an appropriate manner so as to enhance the natural beauty of the area. Builder or Owner shall, to the extent practicable, attempt to incorporate into the landscaping plan for the dwelling the natural plant life existing on such Lot and shall otherwise take such steps which would to the extent practicable, preserve the existing trees and plant life except as necessary for the construction and landscaping of the dwelling, driveways, swimming pools, and septic tank field lines.

2.26 Soil Erosion and Drainage. Each Owner shall provide and maintain on his lot adequate soil erosion protection measures and drainage facilities to accommodate any storm water runoff resulting from any improvements being constructed on such Owner's lot. Each Owner shall also insure that his Lot and any improvements thereto are at all times in strict compliance with (a) all soil erosion protection requirements of all applicable Governmental Authorities, including, specifically, all such soil erosion protection measures and requirements of ADEM, City of Trussville and Jefferson County, Alabama, (b) all storm water drainage and runoff requirements and regulations of all applicable Governmental Authorities and (c) all other Governmental Regulations applicable to such Owner or such Owner's lot, including, without limitation, exercising best management practices in any and all construction activities on such Owner's lot. **Each Owner, by acceptance of a deed to his lot, shall and does hereby indemnify, defend and agree to hold Declarant, Developer, DCC, the Homeowner's Association and their respective agents, employees, officers, directors, shareholders, members and representatives harmless from and against any and all fines, penalties, costs and expenses, including court costs and reasonable attorneys' fees, and any and all other amounts suffered, paid or incurred by any of them in connection with any action, suit or proceeding (including the settlement of any suit or proceeding) to which any such person may be made a party by reason of the breach by such Owner of any of the foregoing Erosion/Drainage Covenants or any other violation by such Owner of any Governmental Regulations which are applicable to such Owner, such Owner's Lot or any other portion of the Property.**

2.27 Outdoor Recreational Facilities and Clotheslines.

(a) Wood piles, free-standing playhouses, swing sets, jungle gyms, trampolines and other outdoor and recreational equipment and appurtenances shall not be located, so as to be forward of the front line of the dwelling.

(b) Outside clotheslines or other outside facilities for drying or airing clothes shall be prohibited on any lot unless such clotheslines or other facilities are screened by appropriate landscaping from view from any public street within the Property and from any adjacent lot or dwelling. No clothing, rugs or other items shall be hung, placed or allowed to remain on any railing, fence or wall.

2.28 Leasing/Occupants Bound. Dwellings may be leased for residential purposes only. All leases shall require, without limitation, that the tenant acknowledge receipt of a copy of the Declaration, By-Laws, use restrictions, and rules of the Association. The lease shall also obligate the tenant to comply with the foregoing. The DCC may require notice of any lease together with such additional information deemed necessary by the DCC.

All provisions of the Declaration, By-Laws, and of any rules and regulations, use restrictions or Design Guidelines governing the conduct of Owners and establishing sanctions against Owners shall also apply to all occupants even though occupants are not specifically mentioned. Fines may be levied against Owners or occupants. If a fine is first levied against an occupant and is not paid timely, the fine may then be levied against the Owner.

2.29 Sight Distance at Intersections. All property located at street intersections or driveways shall be landscaped so as to permit safe sight across such areas.

2.30 Utility Lines. No overhead utility lines, including lines for cable television, shall be permitted within the Property, except for temporary lines as required during construction and lines installed by or at the request of the Declarant.

2.31 Mailboxes. All mailboxes and mailbox posts (which hold the mailboxes) shall be furnished by the Builder or Owner and shall be of the type, design, color and location as may be established by the DCC. The mailboxes and mailbox posts shall be maintained substantially as initially furnished and uniformly in height and distance from the curb. Mailboxes shall contain only the house number of the Lot or Dwelling as approved by the DCC, but no further inscription, paintings, ornaments or artistry shall be allowed.

2.32 Construction Site Requirements. During all construction, all vehicles, including those delivering supplies, must enter the building lot on the driveway or at the designated driveway area only, so as not to unnecessarily damage trees, street paving and curbs. Any damage not repaired by the builder (or owner) will be repaired by the Declarant or the DCC (after 10 days written notice) and will be charged to the owner at a reasonable cost for such services, which charge shall constitute a lien upon such lot enforceable by appropriate proceedings at law or equity. During construction, all builders must keep the homes, garages, and building sites clean and maintain the driveway area with adequate material to prevent tracking of mud and dirt into the streets. The builder must remove all building debris, stumps, trees, etc. from each building lot as often as necessary to keep the house and lot attractive. Any building material, equipment, etc. that is unloaded in the street shall not be allowed to remain in the street beyond a reasonable amount of time as needed to remove the material, equipment or other items.

2.33 Garage Doors. Garage doors shall not be permitted on the front of homes except on written approval of the DCC. Upon the approval of the DCC any garage door permitted on the front of the house must have a garage door opener installed, and the garage door must be kept closed at all times except when garage is being entered or exited.

2.34 Destroyed or Damaged Structures. Any dwelling or other structure on any lot in the subdivision, which may be destroyed in whole or part for any reason, must be rebuilt within a time frame as mutually agreed to by the DCC and the Owner. Neither party shall be unreasonable in determining the time frame. All debris must be removed and the lot restored to a slightly condition with reasonable promptness.

2.35 Gardens. No lot shall be cultivated for crops of any sort, except for kitchen gardens of reasonable size, which must be located to the rear of any dwelling.

#### **ARTICLE 34: HOMEOWNER ASSOCIATION MEMBERSHIP**

3.1 For the purpose of maintaining and overseeing the entranceway, common areas, and all common community services of every kind and nature required or desired within the Carrington Development, for the general use and benefit of all Owners, each and every Owner in accepting a deed for any lot in such premises, agrees to and shall be a member and be subject to the obligations and duly enacted By-Laws and rules of the Carrington Homeowners Association, Inc. (Association). Each Owner may be required to pay an annual assessment to the Association for the purpose of paying expenses for the maintenance of common areas, entranceways, insurance, or other expenses approved by the Association. This annual assessment shall be established by the Association according to its By-Laws.

3.2 Every Owner of a lot in the development shall be a Member of the Association. Membership shall be appurtenant to and may not be separated from ownership of a Lot. Membership of any Owner shall terminate immediately upon the conveyance by said Owner of his or her Lot to a new Owner.

3.3 The Association is an exclusive association for the Owners of Lots in the Carrington subdivision and any



future sections or additions to the Carrington subdivision that is developed by the Declarant or its successors or assigns.

#### ARTICLE 4: EASEMENTS

4.1 Easements of Encroachment. There shall be reciprocal appurtenant easements of encroachment, and for maintenance and use of any permitted encroachment, between adjacent Lots, between each Lot and any adjacent Common Area, and between each Lot and any adjacent Private Amenity due to the unintentional placement or settling or shifting of the improvements constructed, reconstructed, or altered thereon (in accordance with the terms of these restrictions) to a distance of not more than three feet, as measured from any point on the common boundary along a line perpendicular to such boundary. However, in no event shall an easement for encroachment exist if such encroachment occurred due to willful and knowing conduct on the part of, or with the knowledge and consent of, the Person claiming the benefit of such easement.

#### 4.2 Easements for Utilities, Etc.

(a) There are hereby reserved to the Declarant, so long as the Declarant owns any property which is subject to this Declaration or which may be unilaterally subjected to this Declaration by the Declarant, the Association, and the designees of each (which may include, without limitation, any or governmental or quasi-governmental entity and any utility company) perpetual non-exclusive easements over, and under all of the Properties (but not through a structure) to the extent reasonably necessary for the purpose of installing, constructing, monitoring, replacing, repairing, maintaining, operating and removing cable television systems; security and similar systems; irrigation and drainage systems; street lights and signage; and all utilities, including, but not limited to, water, sewers, telephone, gas, and electricity, and utility meters; and an easement for access of vehicular and pedestrian traffic over, across, and through the Properties, as necessary, to exercise the easements described above.

Declarant specifically grants to the local water supplier, electric company, telephone company, and natural gas supplier easements across the Properties for ingress, egress, installation, reading, replacing, repairing, and maintaining utility lines, meters and boxes, as applicable; and hereby grants to the City of Trussville the right of ingress and egress across the Properties for police and fire protection and other public health and safety purposes as may be necessary.

(b) Any damage to a Lot resulting from the exercise of the easements described in subsection (a) of this Section shall promptly be repaired by, and at the expense of, the Person exercising the easement. The exercise of these easements shall not extend to permitting entry into the structures on any Lot, nor shall it unreasonably interfere with the use of any Lot, and except in an emergency, entry onto any Lot shall be made only after reasonable notice to the Owner or occupant.

(c) Declarant reserves unto itself the right, in the exercise of its sole discretion, upon the request of any Person holding, or intending to hold, an interest in the Affected Property, or at any other time, (i) to release all or any portion of the Affected Property from the burden, effect, and encumbrance of any of the easements granted or reserved under this Section, or (ii) to define the limits of any such easements.

4.3 Easement for Slope Control, Drainage and Waterway Maintenance. The Declarant, for itself and the Association, and their respective representatives, successors and assigns, contractors and agents, hereby establishes and reserves a permanent and perpetual non-exclusive easement appurtenant over, across, under, through and upon each Unit for the purposes of:

(a) controlling soil erosion, including grading and planting with vegetation any areas of any Lot which are or may be subject to soil erosion;

- (b) drainage of natural or man-made water flow and water areas from any portion of the Properties;
- (c) changing, modifying or altering the natural flow of water, water courses or waterways on or adjacent to any Lot;
- (d) dredging, enlarging, reducing or maintaining any water areas or waterways within the Properties; and
- (e) installing such pipes, lines, conduits or other equipment as may be necessary for slope control, drainage and waterway maintenance of any portion of the Affected Property.

4.4 Easements to Serve Additional Property. The Declarant hereby reserves for itself and its duly authorized agents, representatives, and employees, successors, assigns, licensees, and mortgagees, and easement over the Common Area for the purposes of enjoyment, use, access, and development of additional property whether or not such property is made subject to this Declaration. This easement includes, but is not limited to, a right of ingress and egress over the Common Area for construction of roads and for connecting and installing utilities on such property. Declarant agrees that it and its successors or assigns shall be responsible for any damage caused to the Common Areas as a result of vehicular traffic connected with development of such property. Declarant further agrees that if the easement is exercised for permanent access to such property and such property or any portion thereof benefiting from such easement is not made subject to this Declaration, the Declarant, its successors or assigns shall enter into a reasonable agreement with the Association to share the cost of any maintenance which the Association provides to or along any roadway providing access to such property.

4.5 Easement for Entry. The Association shall have the right, but not the obligation, and a perpetual easement is hereby granted to the Association, to enter all portions of the Affected Property, including each Lot, for emergency, security, and safety reasons. Such right may be exercised by the authorized agents, employees and managers of the Association, any member of its Board or committees, and its officers, and by all police officers, fire fighters, ambulance personnel, and similar emergency personnel in the performance of their duties. Except in emergencies, entry onto a Lot shall be only during reasonable hours and after notice to and permission from the Owner. This easement includes the right to enter any Unit to cure any condition which may increase the risk of fire, slope erosion, immediate risk of personal injury, or other hazard if an Owner fails or refuses to cure the condition within a reasonable time after request by the Board, but shall not authorize entry into any dwelling without permission of the Owner, except by emergency personnel acting in their official capacities. Any entry by the Association or its authorized agents, employees or managers of the Association, any member of its Board or committees, or its officers onto a Unit for the purposes specified herein shall not constitute a trespass.

4.6 Easements for Maintenance and Enforcement. Authorized agents of the Association shall have the right, and a perpetual easement is hereby granted to the Association, to enter all portions of the Affected Property, including each Lot to (a) perform its maintenance responsibilities under Article 3, and (b) make inspections to ensure compliance with this Declaration, any Supplemental Declaration, By-Laws, Design Guidelines and rules. Except in emergencies, entry onto a Lot shall be only during reasonable hours. This easement shall be exercised with a minimum of interference to the quiet enjoyment to Owner's property, and any damage caused by the exercise of this easement by the Association shall be repaired by the Association at its expense.

The Association also may enter a Lot to abate or remove, using such measures as may be reasonably necessary, any structure, thing or condition that violates the Declaration, any Supplemental Declaration, the By-Laws, the Design Guidelines, or the rules. All costs incurred, including reasonable attorneys fees, may be assessed against the violator as a Specific Assessment.

4.7 Easements for Maintenance of Entrance Features. There is a perpetual easement granted to the Association on Lots 1 and 13 for the construction and maintenance of entrance walls, gates, landscaping, irrigation or other features that are associated with the entrance to the development. Said easement shall not extend into the lot beyond the front building setback line as shown on the record map. Authorized agents of the Association shall have the right, and a perpetual easement is hereby granted to the Association, to enter onto Lots 1 and 13 in order to perform maintenance and inspections of the entrance features. This easement shall be exercised with a minimum of interference to the quiet enjoyment to Owner's property, and any damage caused by the exercise of this easement by the Association shall be repaired by the Association at its expense.

4.8 Lateral Support. Every portion of the Common Area, every Lot, and any improvement which contributes to the lateral support of another portion of the Common Area or of another Lot shall be burdened with an easement for lateral support, and each shall also have the right to lateral support which shall be appurtenant to and pass with title to such property.

4.9 Liability for Use of Easement. No Owner shall have a claim or cause of action against the Declarant, its successors or assigns, arising out of the exercise or non-exercise of any easement reserved hereunder or shown on any subdivision plat for the Affected Property, except in cases of willful or wanton misconduct.

#### **ARTICLE 5 : DECLARANT'S RIGHTS**

Any or all of the special rights and obligations of the Declarant set forth in this Declaration or the By-Laws may be transferred in whole or in part to the Association or to other Persons, provided that the transfer shall not reduce an obligation nor enlarge a right beyond that which the Declarant has under this Declaration or the By-Laws. No such transfer or assignment shall be effective unless it is in a written instrument signed by the Declarant and duly recorded in the Public Records.

The Declarant and Builders authorized by Declarant may maintain and carry on upon portions of the Affected Property such facilities and activities as, in the sole opinion of the Declarant, may be reasonably required, convenient, or incidental to the development of the Properties and/or the construction or sale of Lots, including, but not limited to, business offices, signs, model units, and sales offices. The Declarant and authorized Builders shall have easements for access to and use of such facilities.

The Declarant and its employees, agents and designees shall also have a right and easement over and upon all of the Common Area for the purpose of making, constructing and installing such improvements to the Common Area as it deems appropriate in its sole discretion.

No Person shall record any declaration of covenants, conditions and restrictions, or declaration of condominium or similar instrument affecting any portion of the Affected Property without the Declarant's review and written consent. Any attempted recordation without such consent shall result in such instrument being void and of no force and effect unless subsequently approved by written consent signed by the Declarant and recorded in the Public Records.

Notwithstanding any contrary provision of this Declaration, no amendment to or modification of any use restrictions and rules or Design Guidelines made after termination of the Control Period shall be effective without prior notice to and the written consent of the Declarant, so long as Declarant owns any property which is subject to this Declaration or which may be unilaterally subjected to this Declaration by the Declarant.

This Article may not be amended without the written consent of the Declarant. The rights contained in this Article shall terminate upon the earlier of (a) 20 years from the date this Declaration is recorded, or (b) upon recording by Declarant of a written statement relinquishing the rights contained in this Article.

#### **ARTICLE 6: GENERAL PROVISIONS**

6.1 Duration. The covenants and restrictions of this Declaration shall run with and bind the land for a term of twenty (20) years from the date this Declaration is recorded after which time it shall be automatically extended for successive periods of ten (10) years each unless amended as provided herein. Any amendment must be properly recorded.

6.2 Amendment.

(a) By Declarant. As long as the Declarant owns property which is subject to this Declaration or which may be

unilaterally subjected to the Declaration by the Declarant, it may unilaterally amend this Declaration for any other purpose, provided the amendment has no material adverse effect upon any right of any Owner. The Declarant may unilaterally amend this Declaration at any time and from time to time if such amendment is necessary (i) to bring any provision into compliance with any applicable governmental statute, rule, regulation, or judicial determination; (ii) to enable any reputable title insurance company to issue title insurance coverage on the Lots; (iii) to enable any institutional or governmental lender, purchaser, insurer or guarantor of Mortgage loans, including, for example, the Federal National Mortgage Association or Federal Home Loan Mortgage Corporation, to make, purchase, insure or guarantee Mortgage loans on the Lots; or (iv) to satisfy the requirements of any local, state or federal governmental agency. However, any such amendment shall not adversely affect the title to any Unit unless the Owner shall consent in writing.

(b) By Members. Except as otherwise specifically provided above and elsewhere in this Declaration, this Declaration may be amended only by the affirmative vote or written consent, or any combination thereof, of 67% of the total votes in the Association, including 67% of the votes held by Members that are property owners in the Deer Crossings sector of the Carrington subdivision other than the Declarant, and the written consent of the Declarant, so long as the Declarant owns any property which is subject to this Declaration or which may be unilaterally subjected to this Declaration by the Declarant.

Notwithstanding the above, the percentage of votes necessary to amend a specific clause shall not be less than the prescribed percentage of affirmative votes required for action to be taken under that clause.

(c) Validity and Effective Date. Any amendment to the Declaration shall become effective upon recordation in the Public Records, unless a later effective date is specified in the amendment. Any procedural challenge to an amendment must be made within six months of its recordation or such amendment shall be presumed to have been validly adopted. In no event shall a change of conditions or circumstances operate to amend any provisions of this Declaration. No amendment may remove, revoke, or modify any right or privilege of the Declarant without the written consent of the Declarant.

If an Owner consents to any amendment to this Declaration or the By-Laws, it will be conclusively presumed that such Owner has the authority to consent, and no contrary provision in any Mortgage or contract between the Owner and a third party will affect the validity of such amendment.

6.3 Severability. Invalidation of any provision of this Declaration, in whole or in part, or any application of a provision of this Declaration by judgment or court order shall in no way affect other provisions or applications.

6.4 Dispute Resolution. It is the intent of the Association and the Declarant to encourage the amicable resolution of disputes involving the Properties and to avoid the emotional and financial costs of litigation if at all possible. Accordingly, the Association, the Declarant and each Owner and Member covenants and agrees that it shall attempt to resolve all claims, grievances or disputes involving the Affected Property, including, without limitation, claims, grievances or disputes arising out of or relating to the interpretation, application or enforcement of this Declaration, the By-Laws, the Association rules, or the Articles through alternative dispute resolution methods, such as mediation and arbitration. To foster the amicable resolution of disputes, the Board may adopt alternative dispute resolution procedures.

Participation in alternative dispute resolution procedures shall be voluntary and confidential. Should either party conclude that such discussions have become unproductive or unwarranted, the parties may proceed with litigation.

6.5 Litigation. Except as provided below, no judicial or administrative proceeding shall be commenced or prosecuted by the Association unless approved by a vote of 75% of the Members. This Section shall not, however, prevent the Board without Member approval, from commencing or prosecuting (a) actions brought by the Association to enforce the provisions of this Declaration (including, without limitation, the foreclosure of liens); (b) the imposition and collection of assessments; (c) proceedings involving challenges to ad valorem taxation; (d) counter-claims brought by the Association in proceedings instituted against it or (e) actions brought by the

Association against any contractor, vendor, or supplier of goods and services arising out of a contract for services or supplies. This Section shall not be amended unless such amendment is approved by the percentage of votes, and pursuant to the same procedures, necessary to institute proceedings as provided above.

6.6 Non-Merger. Notwithstanding the fact that the Declarant is the current owner of the Properties, it is the express intention of Declarant that the easements established in the Declaration for the benefit of the Properties and Owners shall not merge into the fee simple estate of individual lots conveyed by Declarant or its successor, but that the estates of the Declarant and individual lot owners shall remain as separate and distinct estates. Any conveyance of all or a portion of the Properties shall be subject to the terms and provisions of this Declaration, regardless of whether the instrument of conveyance refers to this Declaration.

6.7 Grants. The parties hereby declare that this Declaration, and the easements created herein shall be and constitute covenants running with the fee simple estate of the Affected Property. The grants of easements in this Declaration are independent of any covenants and contractual agreements undertaken by the parties in this Declaration and a breach by either party of any such covenants or contractual agreements shall not cause or result in a forfeiture or reversion of the easements granted in this Declaration.

6.8 Compliance. Every Owner and occupant of any Unit shall comply with the Governing Documents. Failure to comply shall be grounds for an action by the Association or by any aggrieved Owner(s) to recover sums due, for damages or injunctive relief, or for any other remedy available at law or in equity, in addition to those enforcement powers granted to the Association.

6.9 Captions, Headings, Plurals, etc. The captions and headings contained in this Declaration are for convenience of reference only and shall not be used in the construction or interpretation of any provisions of this Declaration. All personal pronouns used in this Declaration, whether used in the masculine, feminine or neuter gender, shall include all other genders. The use of the singular tense shall include the plural and the use of the plural shall include the singular.

6.10 Notices. Notices required hereunder shall be in writing and shall be delivered by hand or sent by United States Mail, postage prepaid. All notices to Owners shall be delivered or sent to such addresses as have been designated in writing to the Homeowners Association or, if no such address has been so designated, at the address of such Owner's respective lot within the Property.

IN WITNESS WHEREOF, the Declarant has executed this instrument on the 10<sup>th</sup> day of August 2007.

DECLARANT - CARRINGTON DEVELOPERS, LLC

BY: 

Steven C. Turner

Member

STATE OF ALABAMA  
JEFFERSON COUNTY

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Steven C. Turner, whose name is signed to the foregoing document as a Member of Carrington Developers, LLC, and who is known to me, acknowledged before me on this day that, being informed of the contents of the document, he, with full authority, executed the same voluntarily.

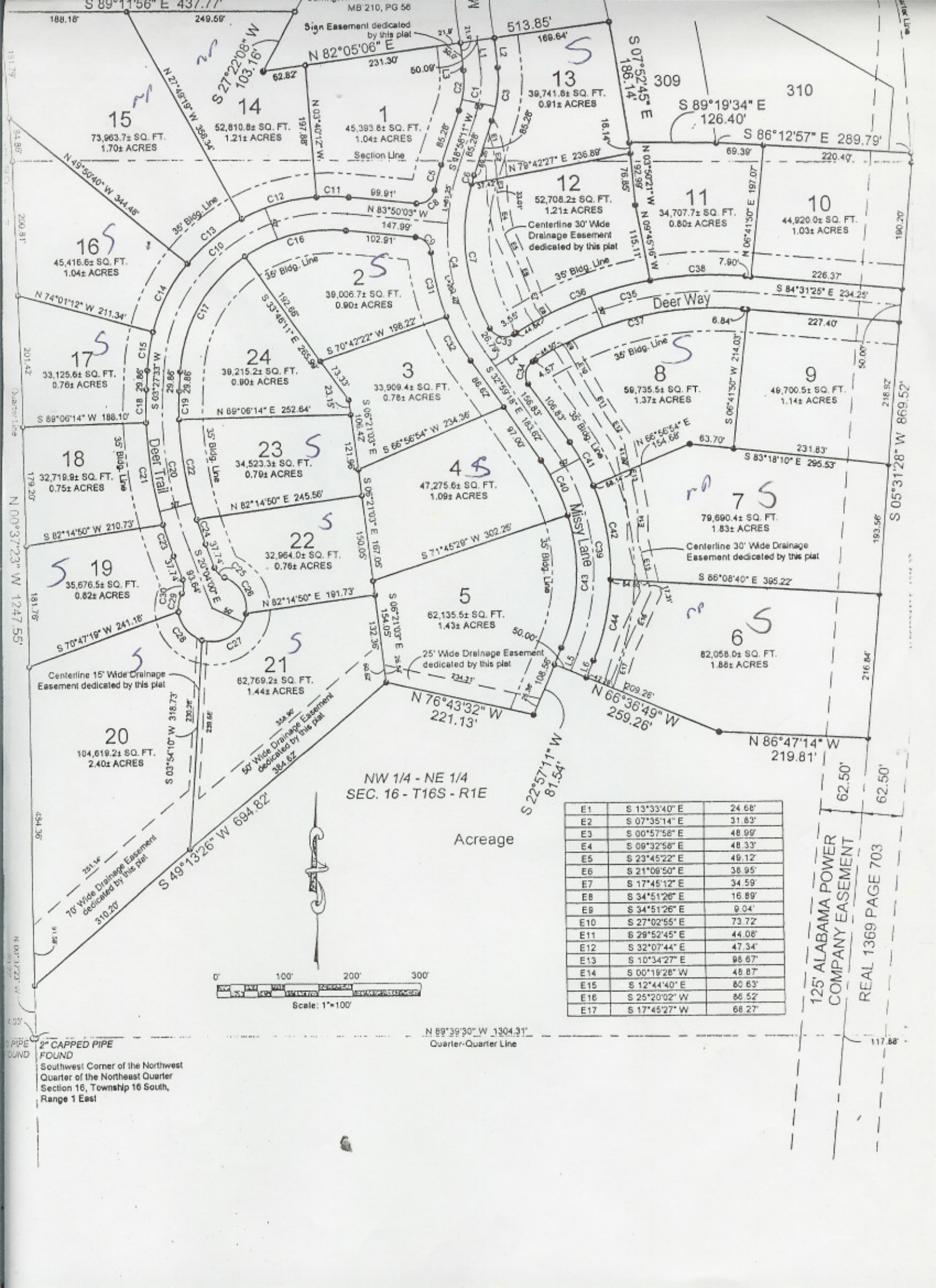
Given under my hand and seal this 10th day of August, 2007.

My Commission Expires:  
4/25/07

Barbara Thomas  
NOTARY PUBLIC



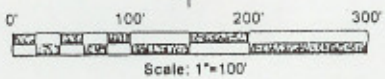
20070813001269330 14/14  
Bk: LR200712 Pg: 26358  
Jefferson County, Alabama  
08/13/2007 10:01:30 AM REST  
Fee - \$37.00  
Total of Fees and Taxes-\$37.00  
LASHUNTA



NW 1/4 - NE 1/4  
SEC. 16 - T16S - R1E

Acreage

E1	S 13°33'40" E	24.68'
E2	S 07°35'14" E	31.83'
E3	S 00°57'58" E	48.99'
E4	S 08°32'58" E	48.33'
E5	S 23°45'22" E	49.12'
E6	S 21°08'50" E	38.95'
E7	S 17°45'12" E	34.59'
E8	S 34°51'26" E	16.89'
E9	S 34°51'26" E	9.04'
E10	S 27°02'55" E	73.72'
E11	S 29°52'45" E	44.06'
E12	S 32°07'44" E	47.34'
E13	S 10°34'27" E	96.67'
E14	S 00°19'28" W	48.87'
E15	S 12°44'40" E	60.63'
E16	S 25°20'02" W	66.52'
E17	S 17°45'27" W	66.27'



125' ALABAMA POWER  
COMPANY EASEMENT  
REAL 1369 PAGE 703

2" CAPPED PIPE  
FOUND  
Southwest Corner of the Northwest  
Quarter of the Northeast Quarter  
Section 16, Township 16 South,  
Range 1 East

N 89°39'30" W 1304.31'  
Quarter-Quarter Line

117.88'