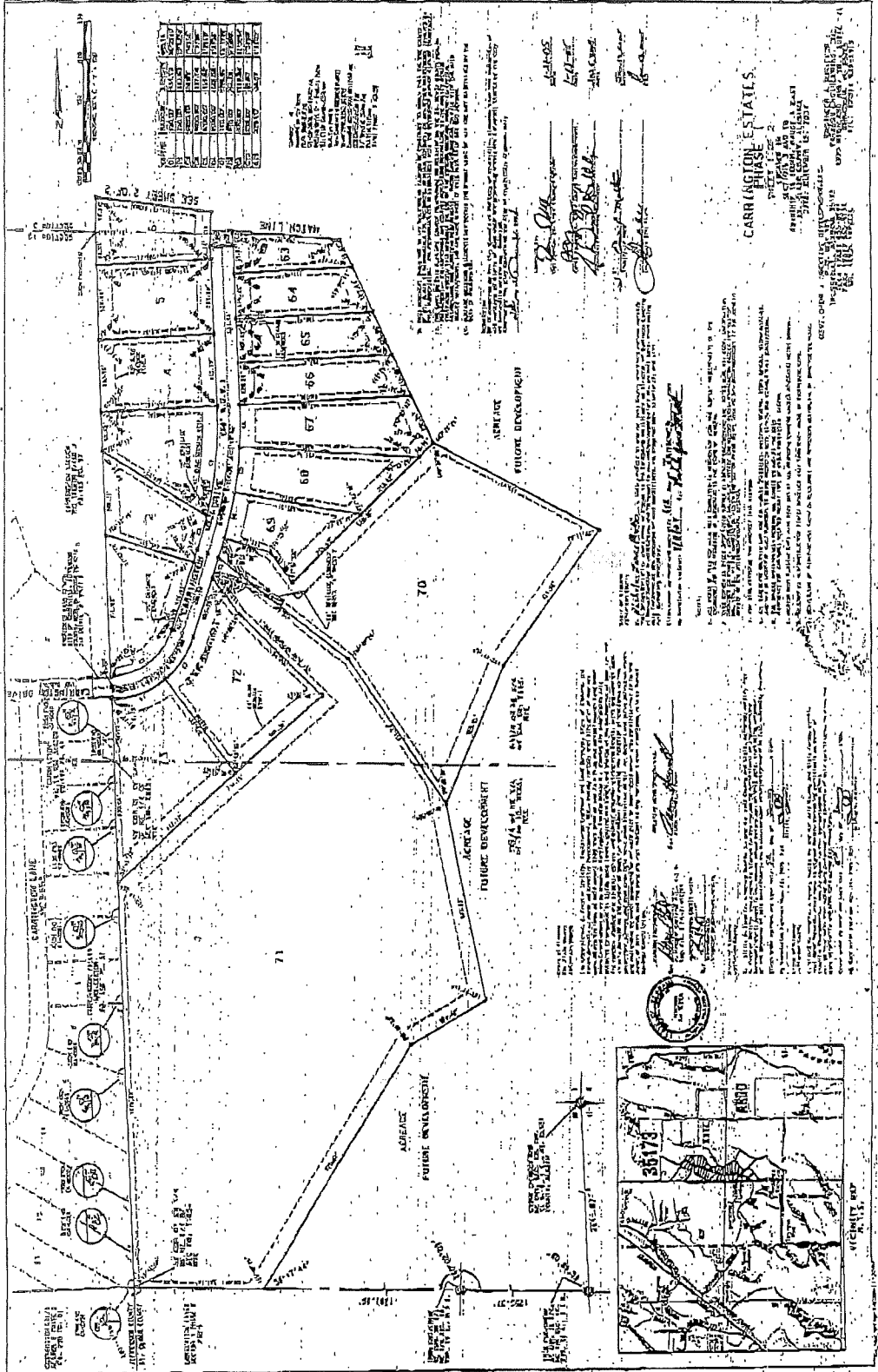


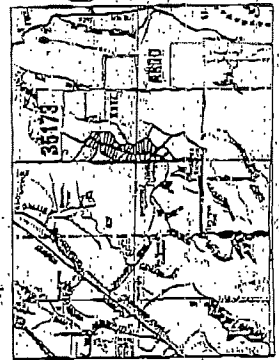
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Wallace Wyatt Jr - Probate Judge
St. Clair County, Alabama

STATE OF ALABAMA)
ST. CLAIR COUNTY)

**DECLARATION OF COVENANTS,
CONDITIONS, RESTRICTIONS AND RIGHTS
OF CARRINGTON ESTATES, A PART OF THE CARRINGTON COMMUNITY**

This Declaration of Covenants, Conditions, Restrictions, and Rights, hereinafter referred to as the "Declaration", is made as of the 17 day of June, 2004, by Creative Development, L.L.C., hereinafter referred to as the "Declarant".

WHEREAS, the Declarant is the owner of certain real property, situated in St. Clair County, Alabama, which is described on Exhibit A attached hereto (the "Property") The Property is proposed to be used for a single family subdivision subject to the jurisdiction of the City of Trussville, Alabama. The Property shall consist of no more than one hundred and fifty-one (151) single family Lots.

WHEREAS, Declarant wishes to subject the Lots of the Property to certain restrictive covenants and to subject the Lots to the governance of the Carrington Home Owners Association, Inc. ("Association") provided said Association accepts the Property and the owners of same as members of the Association.

NOW, THEREFORE, Declarant hereby declares that all of the Property described herein, shall be held, sold, and conveyed subject to the following easements, 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.

I. ARCHITECTURAL CONTROL COMMITTEE

A. The development of the Property shall be subject to the decision of the Architectural Control Committee ("ACC") of the Carrington Home Owners Association, Inc. provided that a representative of Declarant is made a member of such ACC, and provided further that their review shall be limited to the requirements set forth herein. When all of the Lots of the Property are developed into single family residences, Declarant may elect to withdraw its designated person from being a member of the ACC, but one or more members of the Lots of the Property shall become a member of the ACC.

B. Before construction of any residence can commence on any Lot within the Property, copies of the all plans described in Exhibit B attached hereto related to the dwelling and all the information required under the Exhibit B shall be submitted by the Owner to the ACC for approval. A response shall be given to the Owner within seven (7) days of the date of receipt; if the ACC fails to give such response within seven days of the date of receipt, the plan shall be deemed approved. Notwithstanding the above, if an acceptable Stormwater and Erosion Control Plan and/or Best Management Practices Plan (BMP) is provided to the ACC, clearing and grading of a Lot may occur..

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C. The authority to review and approve any plans and specifications as provided herein is a right and not an obligation; Contractors and Owners shall have the sole obligation to oversee and to construct dwellings in accordance with the restrictions hereof and the plans and specifications approved by the ACC.

D. Any remodeling, reconstruction, alterations or additions to an existing residence shall not require the written approval of the ACC, but shall comply with all restrictions and covenants contained herein.

E. Plans described in Exhibit B attached hereto must be submitted to the ACC for approval for any outbuilding, barn, detached garage, storage building, or any other building that is not a part of the original residence. The ACC shall determine that such building conforms with the neighborhood and meets with all the restrictions and covenants. The ACC shall use common sense and not be unreasonable with its approval.

F. Neither the ACC nor any architect, agent, Declarant, or contractor shall be responsible to check for any defects in any plans or specifications submitted, revised or approved in accordance with the foregoing provisions, nor for any structural or other defects in any work done according to such plans and specifications.

G. Plans and specifications submitted for approval shall follow the procedures set forth on the attached Exhibit B.

II. PERMIT

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 stormwater and 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 ACC a copy of all the approved and permitted Stormwater and Erosion Control and/or Best Management Practices (BMP) plans required by the Governmental Authorities.

III. USE RESTRICTIONS AND REQUIREMENTS

A. **Lots.** Each Lot shall be occupied only by the Owner thereof, members of the Owner's family, servants, tenants, or guests, as a single family residence and for no other purpose. No lot shall be used for purposes of roadway/access to any other proeprty or lots. No mobile homes or residences of temporary character shall be constructed or placed on any Lot. A construction trailer and/or real estate sales trailer may be kept on the Lots with the approval of the ACC but must be for a limited period of time established by the ACC.

B. **Uses.** 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

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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 person using, occupying or owning any other Lots within the Property. The ACC 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 ACC 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.

C. **Animals.** No animals, poultry, or livestock shall be raised, bred or kept on any Lot, except that dogs, cats, or any household pet may be kept provided that they are not kept for any commercial purpose.

D. **Dwelling Size.** No building, regardless of style, shall be erected as a dwelling which is less than two thousand (2000) square feet of living (heated) area. Multi-level dwellings shall have a minimum of one thousand eight hundred (1800) square feet of living (heated) area on the first floor for a total minimum square footage of two thousand three hundred (2,300) square feet. Basements, garages, decks, porches, or other appurtenances shall not be included in calculating the square footage requirement.

E. **Setbacks.** All buildings or structures must be located behind the setback lines as shown on the recorded plat of the subdivision and the rear and side setback requirements of the City of Trussville. Any variance of this setback requirement must first be approved in writing by the ACC, the City of Trussville, and any other required Governmental Agency.

F. **Satellite Dishes.** No satellite dishes, transmitting tower, or similar structures shall be located on the Lot so as to be visible from any public road. Screening, plants or other methods may be used to conceal the dish or structure, but they all must first be approved by the ACC.

G. **Brick & Concrete Block.** The front and both sides of all dwellings must be of a brick exterior with the exception of dormers and other areas that may be deemed not structurally capable of sustaining a brick exterior. These exceptions and other requested exceptions must be approved by the ACC. No concrete block work, including foundations, concrete block steps, walkways, walls, etc., whether painted, stuccoed 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 ACC. No simulated brick or simulated stone will be used on the exterior of any residence or accessory buildings, walls, steps, etc.

H. **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 approved by the ACC.

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I. **Wood Steps.** No wood steps, stoop or porch shall be constructed on the front 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 a sidewalks.

J. **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 ACC.

K. **Roof Pitch.** The roof pitch shall not be less than 7 & 12, unless first approved by the ACC.

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

M. **Perimeter Fencing.** No fence of any kind shall be erected at, near or along the front property line nor from or between the rear of the house to the front Lot line. Any fencing along or facing a public road shall be of wood, brick or of a decorative nature. Other types of fencing may be used with the approval of the ACC. Chain link or wire fencing may be used in other areas not indicated herein with the approval of the ACC. This restriction does not apply to the use of "Silt Fencing" during the construction phase of the dwelling.

N. **Outbuildings.** No outbuilding or structure of any character, including trailers, tents, shacks, barns, or other outbuilding shall be used on any Lot, at any time, as a residence either temporary or permanently, except that the Declarant, the contractors, 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.

O. **Automobiles, Boats, etc.** No automobiles will be stored on any Lot or kept on blocks unless in the basement or garage of the dwelling. Travel trailers, boats, motor homes, helicopters, planes, transport van type, dump trucks, small commercial trucks, campers or similar type vehicles must be parked or stored in the basement or garage of the dwelling or on a separate parking pad located behind the dwelling so as to restrict visibility from the street. 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. There shall be no extensive repair work on automobiles or similar vehicles in front of or in the driveway of dwellings on any Lot.

P. **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.

Q. **Entrance Features.** Gates, gatchouses, 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 ACC.

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R. **Signs.** No signs 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.

S. **Window HVAC Units.** No window mounted heating or air conditioning units or window fans shall be permitted on the exterior of any dwelling which can be viewed from a public street.

T. **Re-subdividing.** Any re-subdividing or re-surveying of any Lot in the Property must be first approved in writing by the ACC and, if required, by the City of Trussville, the St. Clair County Health Department, and any other governmental authority that may have jurisdiction.

U. **Lakes or Ponds.** Other than shown on the subdivision plats for various sectors to be filed of record, any man made lakes or ponds must be approved by the ACC and any governmental authorities, as may be required. The current development contemplates one (1) large lake ("Lake") with common areas pertaining thereto and around thereof ("Lake Common Areas"). If no lake is developed, the common area in Carrington Estates will be deeded to the Carrington Homeowners Association, and the Association will be responsible for maintenance and insurance of said common areas. If the lake is built, the property involving the Lake Common Areas will be deeded to an entity formed for the purpose of insuring and maintaining the Lake Common Areas (the "Lake Association"). Owners of the Lots shall be members of the Lake Association, and they shall select a committee to oversee and be responsible for maintenance of the Lake Common Areas and procuring insurance for same. Said insurance shall name the Association as an additional insured, and evidence of said insurance shall be delivered to the Association. The cost of maintenance and insurance for the Lake Common Areas shall be prorated among the Lots and paid annually. The Lake Common Areas shall be for the use and benefit of the Owners of the Lots only.

V. **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 way as to eliminate excessive drainage onto adjacent lands or any other Lots in the Property. A permanent type of lawn shall be planted by the builder or owner within six months after the completion of the dwelling. The permanent lawn shall be landscaped in an appropriate manner so as to enhance the natural beauty of the area. Builder or Owner shall try to limit the cutting or damaging of trees on the Lots except as necessary for the construction and landscaping of the dwelling, driveways, and septic tank field lines. All landscaping plans must be submitted to the ACC for approval as set forth on Exhibit B.

W. **Soil Erosion and Drainage.** Each Owner shall provide and maintain on his Lot adequate soil erosion protection measures and drainage facilities to accommodate any stormwater 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 City of Trussville, Alabama, (b) all stormwater drainage and runoff requirements and regulations

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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, ACC, 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.

X. 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.

Y. The Property shall be subject to and governed by the 2003 International Building Code, and inspected by the Building Inspections Department of the City of Trussville. The City of Trussville shall issue Certificates of Occupancy for any dwellings prior to its occupancy for residential purposes.

Z. Garbage collections serving houses built on Lots on the Property shall be made by the same garbage collection company used by the Carrington Subdivisions and shall occur on the same days as the remaining subdivisions of Carrington. Garbage collection services shall be contracted for by the Association, and the cost of same shall be assessed to the Lots along with the annual Association dues.

AA. No garage door shall face the street.

BB. A fifty foot (50') natural, undisturbed buffer shall exist along the perimeter of the Property. With respect those Lots which abut a lot in Carrington Valley, the buffer shall be seventy-five feet (75') unless impractical due to field line installation in which case the buffer shall be no less than fifty feet (50'). If the buffer is disturbed by field line installation, evergreens shall be planted near the rear property line no less than ten feet (10') apart, said plantings to be installed immediately after the Lot has been cleared. Anything above to the contrary notwithstanding, the buffer applicable to Lot 73 of Carrington Subdivision First Sector shall be fifty feet (50').

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IV. HOMEOWNERS ASSOCIATION MEMBERSHIP

A. For the purpose of maintaining and overseeing the entranceway, any common areas (except the Lake Common Areas) and all common community services of every kind and nature required or desired within the Property, for the general use and benefit of all Owners, each and every Owner in accepting a deed or contract 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 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, and other expenses approved by the Association. This annual assessment shall be established by the Association according to its By-Laws, and, except for those additional assessments established herein for the Lake Common Areas which will be charged to the Owners of the Lots only, said costs shall be spread equally throughout the Association. Anything to the contrary notwithstanding, Declarant shall not be responsible for any fee or expense pertaining to such Lot; provided that the first homeowner of each Lot ("First Home Owner") shall be required to pay such fees and obligations following the purchase of said Lot.

B. Every current Owner of a Lot 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.

C. The Association is an exclusive association for the Owners of Lots in the **Carrington** development which has existed and is comprised of Carrington Farms, Carrington Crest, Carrington Valley, and Carrington Park, (the "Carrington Subdivisions") and any subdivision developed on the Property pursuant to this declaration.

V. CONSTRUCTION TRAFFIC

A. The first subdivision submitted to the City of Trussville for development is called Carrington Estates, First Sector. Until such time as the first home in the Carrington Estates, First Sector is completed and sold to a First Home Owner there shall be a gate on Carrington Drive which shall be closed to all traffic except for non-construction traffic and which shall be regulated by an on-site sales agent. All construction traffic shall access the Property through Hickory Valley Road in Argo, Alabama. When the first house is sold, the gate on Carrington Drive will be removed provided that Declarant has constructed a construction entrance gate (which shall be maintained by Declarant or its assigns subject to the requirement in this declaration) which shall be closed to all traffic except for the hours of 6:00 a.m. to 8:00 p.m. and provided that the Declarant contributes \$15,000 to the Association for the purpose of controlling and/or regulating the traffic in and around the Carrington subdivisions.

B. It shall be the responsibility of the Declarant to open and close the gate at the construction entrance until such time as homes on 90% of the Lots on the Property have been completed and are offered for sale.

C. The construction entrance gate shall be removed after homes on 90% of the Lots have been completed and offered for sale; thereafter, the access to Hickory Valley Road in Argo

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will be closed and a cul de sac constructed prohibiting through traffic. The lot used for construction traffic shall be used for the construction of a single family dwelling following the construction of the cul de sac. The Declarant shall plant a vegetation barrier at the rear of said lot immediately following the closing of the construction entrance.

VI. FUTURE ANNEXATION

Declarant and its successors agree to take such steps as are required to annex the Property into the City of Trussville, and each and every Lot sold prior to such annexation shall contain a restriction that the Lot shall never be annexed into any municipality other than the City of Trussville unless such annexation is approved by the Association; said deed shall affirmatively require the obligation to apply for and cooperate with any future Trussville annexation.

VII. GENERAL PROVISIONS

A. **Enforcement.** The Declarant, the ACC, or any Owner of any Lot, shall have the right to enforce by any proceeding at law or equity all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Declarant, the ACC or any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. Enforcement of these covenants shall cause the offending party to be responsible for all expenses, attorney fees and court costs.

B. **Severability.** Invalidation of any one of these covenants or restrictions by judgment or court order shall in no wise affect any other provisions, which shall remain to full force and effect.

C. **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.

D. **Amendments.** This Declaration, as it applies to this Property, may be changed, amended, or nullified, by an instrument signed by the Owners of lots in the Carrington Subdivisions having not less than three-fourths (3/4) of the total votes of all the lots of the Carrington Subdivisions and the Lots; provided that at least 60% of the Owners of Lots of the Property agree to such change, amendment, or nullification. There shall be only one vote for each Lot regardless of the number of owners of a Lot.

E. **Deed Restrictions.** Additional restrictions or covenants that are not inconsistent with and which do not lower the standards of the covenants and restrictions set forth herein, may be included in any contract or deed hereinafter made.

F. **Governing Laws.** This Declaration shall be governed in all respects by the laws of the State of Alabama.

G. **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.


H. 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 designed 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.

I. Assignment. Declarant shall have the right to assign any and all of the rights, powers, reservations and duties contained herein to any person or entity who shall thereupon have the same rights, power, reservations and duties as the Declarant.

IN WITNESS WHEREOF, the Declarant has executed this instrument on the 18 day of June, 2004.

DECLARANT:
CREATIVE DEVELOPMENT, LLC

BY: 
Aaron Harwell, Manager

BY: 
Connor Farmer, Manager

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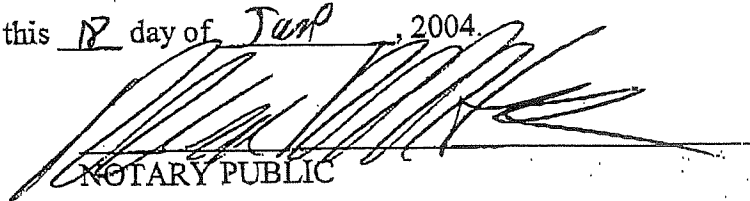
COUNTY OF JEFFERSON)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Aaron Harwell, whose name is signed to the foregoing document as a Manager of Creative Development, L.L.C., 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 18 day of June, 2004.

My Commission Expires:

6/7/07


NOTARY PUBLIC

[SEAL]

STATE OF ALABAMA)

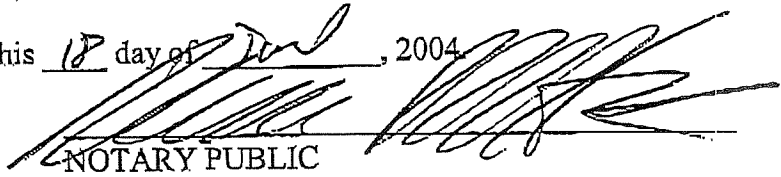
COUNTY OF JEFFERSON)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Connor Farmer, whose name is signed to the foregoing document as a Manager of Creative Development, L.L.C., 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 18 day of June, 2004.

My Commission Expires:

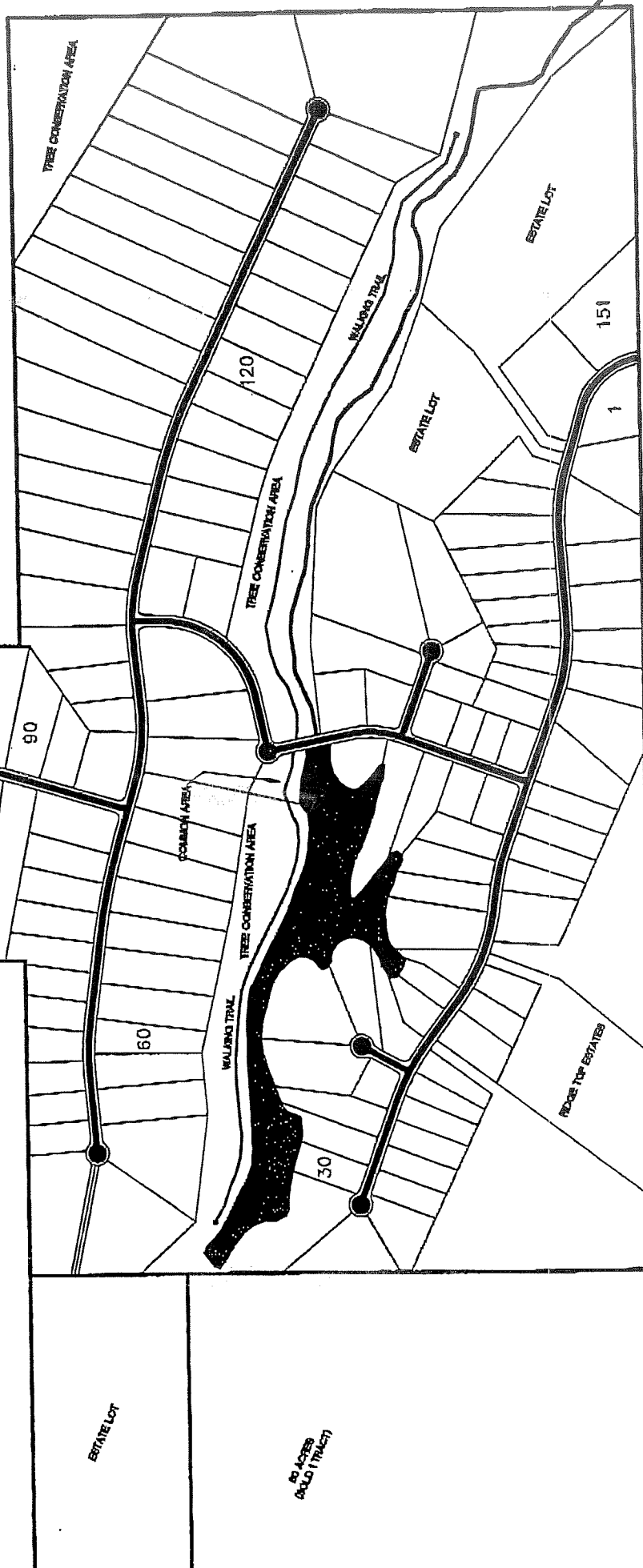
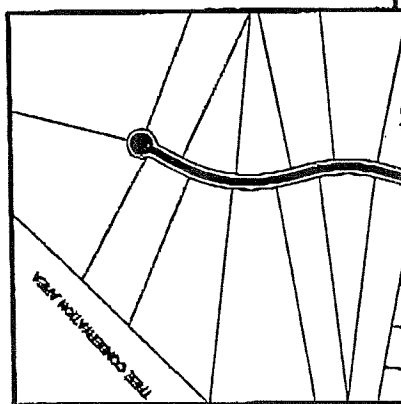
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"EXHIBIT A"
CONCEPTUAL PLAN
CARRINGTON ESTATES



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EXHIBIT B

ARCHITECTURAL CONTROL COMMITTEE PROCEDURES

1. A copy of the house plan, specifications, site plan, and a erosion control plan (BMP) shall be submitted to the ACC for review. A response will be given within seven (7) days of receipt, otherwise the submittal shall be deemed acceptable.

2. Plans submitted for review shall contain the following information:

- a) plan view of foundation and each floor level with dimensions
- b) front, rear, right, and left side elevations
- c) descriptions of exterior materials and finishes
- d) designs for any proposed outbuildings, barns, mailboxes, etc.
- e) proposed locations with offsets to the property lines for all buildings
- f) proposed locations of driveways, walks and other improvements
- g) proposed landscaping plan
- h) proposed stormwater and sediment control and erosion control measures.

3. No clearing or other construction may be started without the approval of the ACC; provided that, clearing and grubbing may occur if the BMP is acceptable.

4. Approved plans for a Lot are good for that Lot for a period of six (6) months from date of approval.

5. Approvals are subject to septic tank approval from the St. Clair County Health Department.

6. Builders must be approved by the ACC whose approval will not be unreasonably withheld; disapproval will be evidenced in writing stating reasons therefore.

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 CER Certification Fee 1.00
 PJF Special Index Fee 3.50
 REC Recording Fee 34.00
 Total Fees: \$ 42.50