

DECLARATION OF COVENANTS;
CONDITIONS; RESTRICTIONS; AND RIGHTS

CARRINGTON SECOND SECTOR, PHASE TWO

This Declaration of Covenants, Conditions, Restrictions, and Rights, hereinafter referred to as the "Declaration", is made as of the 30th day of May, 2002, 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 206, Page 83, in the Probate Office of Jefferson County, Alabama.

NOW, THEREFORE, Declarant hereby declares that all of the Property described herein, 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.

I. DEVELOPMENT CONTROL COMMITTEE

A. A Development Control Committee ("DCC") is hereby established consisting of three persons appointed by the Declarant. Concurrence by a majority of the committee members shall be binding and final. The Declarant reserves the right to replace or add committee members to the DCC as he may deem appropriate.

B. Before construction of any residence can commence on any lot within the Property, copies of the dwelling and all the information required under the Use Restrictions of this Declaration shall be submitted to the DCC for approval. A response shall be given to the Owner within seven (7) days of the date of receipt. In addition, a copy of the approved and permitted Stormwater and Erosion Control Plan and/or Best Management Practices Plan (BMP) must be provided to the DCC before any construction shall commence.

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 DCC.

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

E. Any outbuilding, barn, detached garage, storage building, or any other building that is not a part of the residence, must be submitted to the DCC for approval. The DCC shall check that such building conforms with the neighborhood and meets with all the restrictions and covenants. The DCC shall use common sense and not be unreasonable with its approval.

F. Neither the DCC nor any architect, agent, Declarant, or the developer 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. The DCC shall have control over the Property until all the lots are developed with homes completed, and will then help in the organization of a Residential Review Committee (RRC). This committee will consist of three persons selected by the Declarant to carry out the purpose and design of the DCC and shall inherit all the rights, obligations, and powers of the DCC. Furthermore, at least two of the members of the RRC must be

properties within Carrington Second Sector of Carrington Phase Two. The DCC retains the right to turnover control to the RCC at an earlier time, if it so desires. At the time the RCC is formed, the DCC will no longer exist and all references to the DCC in this Declaration will then be interpreted as referring to the RCC.

H. Plans and specifications submitted for approval shall follow the procedures on the attached, marked as Exhibit "A".

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 & 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 Stormwater & Erosion Control and/or Best Management Practices (BMP) plans required by the Governmental Authorities.

III. USE RESTRICTIONS

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 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.

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 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.

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 square feet of living (heated) area. Multi-level dwellings shall have a minimum of one thousand five hundred square feet of living (heated) area on the first floor. 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 DCC, the City of Trussville, and any other required Governmental Agency.

F. Satellite Dishes. No satellite dishes, transmission 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 DCC.

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 any other requested exceptions must be approved by the DCC. 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 DCC. 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 DCC.

I. 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.

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 DCC.

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

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 line 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 DCC. Chain link or wire fencing may be used in other areas not indicated herein with the approval of the DCC. This restriction does not apply to the use of "Silt Fencing" during the construction phase of the dwelling.

N. 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 permanent. Except on 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.

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 dwelling 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, 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.

R. 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.

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.

F. 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.

U. Lakes or Ponds. Any man made lakes or ponds must be approved by the DCC and any governmental authorities, as may be required.

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 a 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 DCC for approval and must follow the procedures as listed in Exhibit "A".

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 and Jefferson County, Alabama, (b) all stormwater 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, RCC, 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.

IV HOMEOWNERS ASSOCIATION MEMBERSHIP

A. For the purpose of maintaining and overseeing the entranceway, any 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

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, entrances, walkways, insurance, or other expenses approved by the Association. This annual assessment shall be established by the Association according to its By-Laws.

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

V GENERAL PROVISIONS

A. Enforcement. The Declarant, the DCC, the RCC, or any Owner, 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 DCC, the RCC, 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. Invalidity of any one of these covenants or restrictions by judgement or court order shall in no wise affect any other provisions, which shall remain in 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 may be changed, amended, or nullified, by an instrument signed by the Owners having not less than three-fourths (3/4) of the total votes of all the lots in the Property. There shall be only one vote for each lot regardless of the number of owners of a lot. In addition, the Declarant reserves the right to change, amend, or nullify all or any portion of this Declaration until the time of the creation of the RCC.

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 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.

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, reservation, and duties as the Declarant

IN WITNESS WHEREOF, the Declarant has executed this instrument on the 24th day of May, 2001.

DECLARANT - CARRINGTON DEVELOPERS, LLC

BY: *Steven C. Turner*
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 30th day of May, 2002.

My Commission Expires:
8-19-05

Simon B. Salmer
NOTARY PUBLIC

