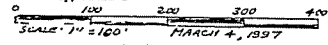


RESURVEY OF LOT 1, CARRINGTON SUBDIVISION
SECTOR 1
as recorded in Map Book 184, Page 57 in the
Probate Office of Jefferson County, Alabama
and being situated in the East 1/2 of Section
9, Township 16 South, Range 1 East, Jefferson
County, Alabama



STATE OF ALABAMA

We the undersigned, Ray W. Sport as Surveyor and Kenneth P. Apperson and Donna W. Apperson as owners of a Resurvey of Lot 1, Carrington Subdivision Sector 1 hereby certify that the foregoing is a true and correct map or plat of a survey made by said Ray W. Sport surveyor of the property shown on this map or plat with the dimensions of the lots thereon. Together with the streets, alleys and public ways shown thereon, that the same is a subdivision of a part of the East 1/2 of Section 9, Township 16 South, Range 1 East, Jefferson County, Alabama, and that iron pins have been installed at all lot points, as shown and designated by small open circles on said map or plat.

In Witness whereof the said Ray W. Sport, as surveyor, and Kenneth P. Apperson and Donna W. Apperson, as owners, have caused these to be executed in their behalf this the 10th day of March 1997.

Ray W. Sport
Ray W. Sport, LSF11231

Kenneth P. Apperson
Kenneth P. Apperson, Owner

Donna W. Apperson
Donna W. Apperson, Owner

STATE OF ALABAMA
JEFFERSON COUNTY

I, Walter Bice, a Notary Public in and for said county and state, hereby certify that Ray W. Sport whose name is signed to the foregoing instrument as surveyor, and who is known to me acknowledged before me on this date that having been informed to the contents thereof he executed same voluntarily and with full authority thereof.

Under my hand and seal this 10th day of March 1997.

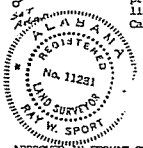
Walter Bice
NOTARY PUBLIC

I, James Sawyer, a Notary Public in and for said county and state, hereby certify that Kenneth P. Apperson and Donna W. Apperson whose names is signed to the foregoing instrument as owner, and who are known to me acknowledged before me on this date that having been informed to the contents thereof they executed same voluntarily and with full authority thereof.

Under my hand and seal this 10th day of March 1997.

James Sawyer
NOTARY PUBLIC

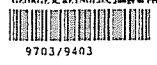
Note: Easement #1 to be used for secondary field line system for Lot 2 Carrington Farms.
Easement #2 to be used for the primary and secondary field line system for Lot 3 of Carrington Farms.



APPROVED IN FORMAT ONLY: [Signature] CHAIRMAN, TRUSSVILLE PLANNING COMMISSION. DATE: 3/21/97
APPROVED: [Signature] SECRETARY, TRUSSVILLE PLANNING COMMISSION. DATE: 3/24/97
APPROVED: [Signature] MAYOR, CITY OF TRUSSVILLE, ALABAMA. DATE: 3/29/97

MAP BOOK 188 P. 7

State of Alabama - Jefferson County
I certify this instrument filed was
1997 MAR 25 A.M. 11:24
Recorded and 3
and 1 13.00 Deed Tax and For. Amt.
13.00
GEORGE M. BRYNLIER, Judge of Probate



188 / P.7

195 / 86

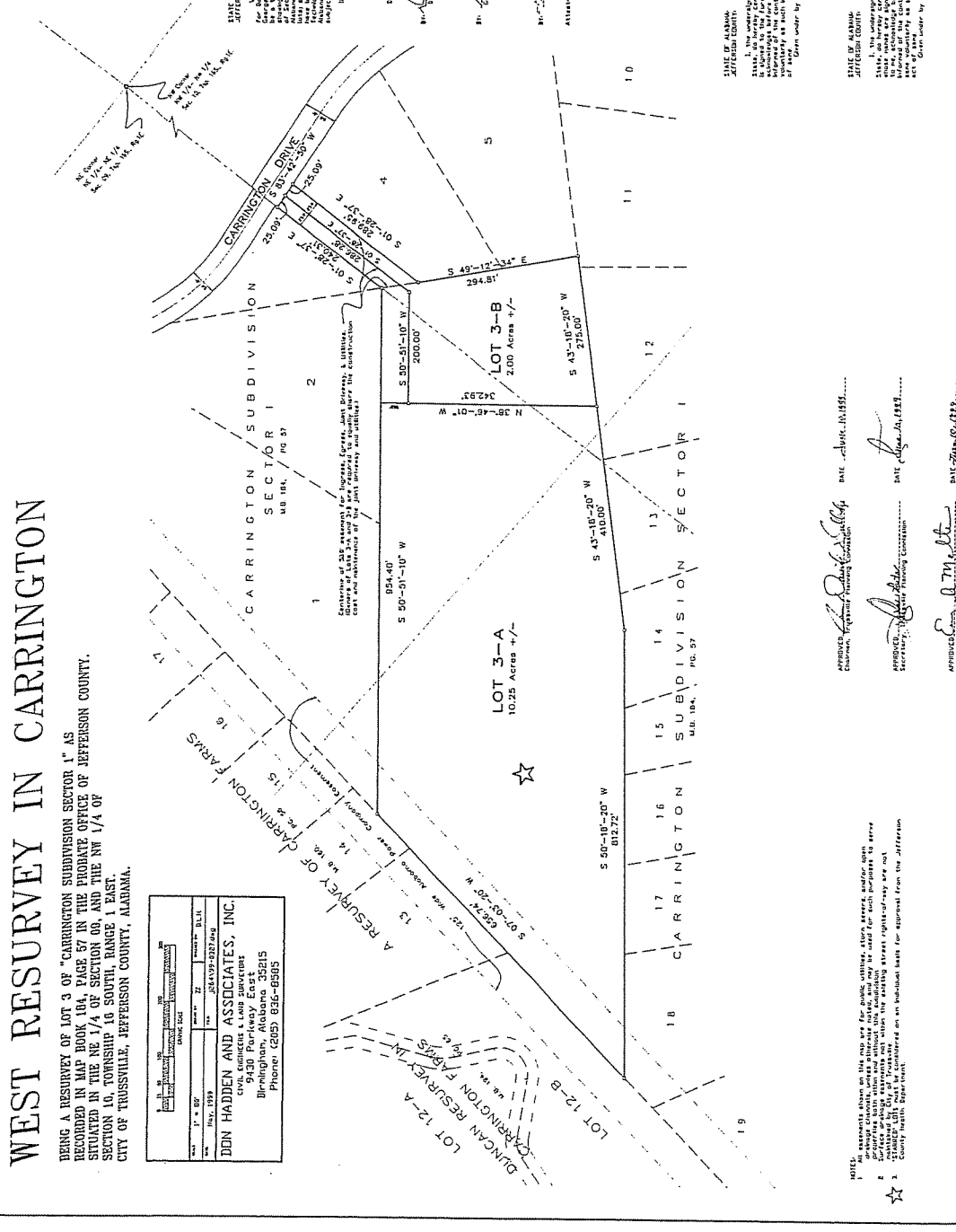
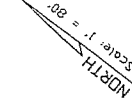
WEST RESURVEY IN CARRINGTON

BEING A RESURVEY OF LOT 3 OF "CARRINGTON SUBDIVISION SECTOR 1" AS RECORDED IN MAP BOOK 104, PAGE 57 IN THE PROBATE OFFICE OF JEFFERSON COUNTY, SECTION 10, TOWNSHIP 10 SOUTH, RANGE 1 EAST, CITY OF TROSSVILLE, JEFFERSON COUNTY, ALABAMA.

DATE	11-18-1995
BY	JOHN HADDEN AND ASSOCIATES, INC.
FOR	CIVIL ENGINEERS & LAND SURVEYORS
ADDRESS	Birmingham, Alabama 35215
PHONE	(205) 636-6905

STATE OF ALABAMA
 JEFFERSON COUNTY

JOHN HADDEN AND ASSOCIATES, INC.
 CIVIL ENGINEERS & LAND SURVEYORS
 BIRMINGHAM, ALABAMA 35215
 PHONE: (205) 636-6905



IN WITNESS WHEREOF, we have set our hands this 11th day of November, 1995.

JOHN HADDEN AND ASSOCIATES, INC.
 CIVIL ENGINEERS & LAND SURVEYORS
 BIRMINGHAM, ALABAMA 35215
 PHONE: (205) 636-6905

STATE OF ALABAMA
 JEFFERSON COUNTY

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 JEFFERSON COUNTY

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STATE OF ALABAMA
 JEFFERSON COUNTY

JOHN HADDEN AND ASSOCIATES, INC.
 CIVIL ENGINEERS & LAND SURVEYORS
 BIRMINGHAM, ALABAMA 35215
 PHONE: (205) 636-6905

APPROVED: *[Signature]* DATE: 11-18-1995
 Chairman, Planning Commission

APPROVED: *[Signature]* DATE: 11-18-1995
 Secretary, Planning Commission

APPROVED: *[Signature]* DATE: 11-18-1995
 Mayor, City of Trossville

NOTES:
 1. THIS RESURVEY WAS MADE FOR PUBLIC UTILITIES, CITY OF TROSSVILLE, AND/OR OTHER PUBLIC UTILITIES AND IS NOT TO BE USED FOR ANY OTHER PURPOSE.
 2. THIS RESURVEY WAS MADE IN ACCORDANCE WITH THE ALABAMA SURVEYING ACT AND THE ALABAMA PROFESSIONAL SURVEYING BOARD RULES AND REGULATIONS.
 3. THIS RESURVEY WAS MADE IN ACCORDANCE WITH THE ALABAMA SURVEYING ACT AND THE ALABAMA PROFESSIONAL SURVEYING BOARD RULES AND REGULATIONS.

STATE OF ALABAMA)
JEFFERSON COUNTY)

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR
CARRINGTON ~~SECOND~~ ^{FIRST} SECTOR, A RESIDENTIAL DEVELOPMENT

This Declaration of Covenants, Conditions and Restrictions, is made as of the 4th day of April, 1996 by Carrington Partners, a Joint Venture, hereinafter referred to as the "Declarant".

WITNESSETH

WHEREAS, the Declarant is the owner of certain real property (hereinafter referred to as the "Property") as evidenced by the map or plat of said Property in Map Book 184, Page 57, 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 easements, restrictions, covenants, and conditions, which are for the purpose of protecting value and desirability of, 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 I

DEFINITIONS

Section 1. "Additions" shall mean any additions, phases, or sectors of Carrington that may be developed by the Declarant, its successors or assigns, said addition shall be bound by similar terms and conditions of this Declaration.

Section 2. "Assessment" shall mean a share of the funds required for the payment of expenses and charges which from time to time may be levied against each Owner for the payment of Common Expenses.

Section 3. "Association" shall mean and refer to the proposed homeowners association, its successors and assigns. The association is to be an incorporated nonprofit association and is to be called CARRINGTON HOMEOWNERS ASSOCIATION or a similar name.

Section 4. "Board of Directors" shall mean the board of directors of the Association.

Section 5. "Bylaws" shall mean the Bylaws of the Association.

Section 6. "Carrington" shall mean all the land that the Declarant, its successors or assigns, shall develop that is classified as part of the Carrington Development and is contiguous to or in close proximity to, previous additions or sectors of Carrington.

Section 7. "Committee" shall mean and refer to the Architectural Control Committee as defined in Article IV.

Section 8. "Common Area" shall refer to all the real property, parks, parkways, and entrances (including the improvements thereto), as shown on EXHIBIT B, LESS AND EXCEPT the land maintained by the City of Trussville, County of Jefferson and/or the State of Alabama. The Common Area will be maintained by and remain in the ownership of the Declarant until the formation of the Association. At this time all the Common Area will be deeded to the Association and it will become the responsibility of the Association for all maintenance of the land, payment of taxes, payment of utilities, and any other duty that is associated with the ownership of real property.

Section 9. "Common Expenses" shall mean the following:

- (a) expenses of administration of the Association;
- (b) expenses of the maintenance, utilities, operation, repair or replacement of the common area.
- (c) all sums lawfully assessed against the Common Area by the Association;
- (d) expenses declared Common Expenses by provisions of this Declaration or by the Bylaws; and
- (e) expenses provided for in any management agreement adopted for the operation of the Common Area.

Section 10. "Declarant" shall mean or refer to Carrington Partners, a Joint Venture, its successors and assigns, if such successors or assigns should acquire more than one undeveloped Lot from the Declarant for the purpose of development.

Section 11. "Development and Sales Period" shall refer to time from commencement of development to selling of the last lot by the Declarant.

Section 12. "Easement" shall mean all sidewalks, walking trails, riding trails now or hereafter located upon the Property, as well as all drainage, sewage, ingress and egress and utility easements, whether now or hereafter of record.

Section 13. "Lot" shall mean and refer to any numbered plot of land shown upon the Plat.

Section 14. "Member" shall mean and refer to those persons entitled to membership in the Association as provided in ARTICLE III of this Declaration or by the By-laws of the Association.

Section 15. "Owner" shall mean and refer to the record Owner, whether one or more persons or entities, of a fee simple title to any Lot which is a part of the Subdivision, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 16. "Plat" shall mean and refer to the plat that is recorded in Map Book 184, Page 57, in the Probate Office of Jefferson County, Alabama.

Section 17. "Riparian Owner" shall refer to the owners of Lots that have frontage on Knox Branch or The Little Cahaba Creek. This also includes the Association, which is the owner of the Common Area of which has frontage on the Little Cahaba Creek.

Section 18. "Riparian Rights" shall refer to an Owner's natural rights in regard to the banks of Knox Branch and/or The Little Cahaba Creek, including access rights, accretion rights, abutting rights, and reasonable use of the water.

Section 19. "Subdivision" shall mean and refer to Carrington 2ND SECTOR as shown on the recorded Plat.

ARTICLE II

COMMON AREA RIGHTS

Section 1. Owners Easements of Enjoyment. Every Owner shall have a right and non-exclusive easement of enjoyment on and to the Common Area which shall be appurtenant to and shall pass with the title to every Lot subject to the By-laws of the Association.

Section 2. Delegation of Use. Any Owner may delegate, in accordance with the Bylaws, his or her right of enjoyment to the Common Area and facilities to the members of his or her family, his or her tenants, or contract purchasers who reside on the Property.

Section 3. Prohibitions. No Owner shall block, disrupt or otherwise unreasonably interfere with, nor permit any member of his or her family or any of his or her servants or invitees to block, disrupt or unreasonably interfere with the use and enjoyment of the Easements by any other Owner, his or her family members, servants or invitees. Further, Easements for installation and maintenance of utilities and drainage facilities are reserved, as shown on the Plat. No structure shall be placed or be permitted to remain within these utility and drainage Easements which may interfere with the installation and/or maintenance of such utilities or which may in any way adversely alter surface water drainage.

No Riparian Owner shall block, disrupt or otherwise unreasonably interfere with, nor permit any member of his or her family or any of his or her servants or invitees to block, disrupt or unreasonably interfere with the use and enjoyment of the Riparian Rights by any other Riparian Owner, his or her family members, servants or invitees.

ARTICLE III

HOMEOWNERS ASSOCIATION MEMBERSHIP

Section 1. For the purpose of maintaining and overseeing the Common Area, the entranceway and all common community services of every kind and nature required or desired within Carrington, 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.. Each property owner may be required to pay an annual assessment to the Association for the purpose of paying the Common Expenses. This annual assessment shall be established by the Association according to its By-laws.

Section 2. 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 an Lot. Membership of any Owner shall terminate immediately upon conveyance by said Owner of his or her Lot to a new Owner.

Section 3. The Association is not and will not be an exclusive association for the Owners in Carrington 2nd Sector. Membership in the Association will be given to any owner of any lot in any Addition of Carrington that is developed by the Declarant or it's successors or assigns.

ARTICLE IV

ARCHITECTURAL CONTROL

Section 1. All plans, specifications, and site plans for any residence on any Lot in Carrington 2nd Sector, shall be first filed with and approved by the Architectural Control Committee before any construction is commenced. The Architectural Control Committee shall have the authority to require modifications and changes in plans and specifications if it deems the same necessary in its sole judgement to seek conformity of the proposed dwelling with the restrictions hereof. The Architectural Control Committee will consist of Clyde C. Turner, Jr., Dr. Orian C. Truss, Gary A. Turner and Steven C. Turner or such other persons as the Committee may designate from time to time.

Section 2. 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 Architectural Control Committee.

Section 3. Any remodeling, reconstruction, alterations or additions to an existing residence shall not require the written approval of the Committee, but shall comply with all restrictions and covenants.

Section 4. Any outbuilding, barn, detached garage, storage building, or any other building that is not a part of the residence, must be approved by the Committee. The Committee shall check that such building conforms with the neighborhood and meets with all the restrictions and covenants. The Committee shall use common sense and not be unreasonable with its approval.

Section 5. Neither the Committee 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.

Section 6. Upon the sale and transfer of title of all the Declarant's Lots within the Subdivision, if not earlier, the Declarant shall remove at least two current members of the Architectural Control Committee and replace them with Owners in the Subdivision.

Section 7. Architectural plans, specifications, and site plans submitted for approval shall be reviewed by the procedures on the attached, marked Exhibit "A".

ARTICLE V

USE RESTRICTIONS

Section 1. 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.

Section 2. Uses. No noxious, offensive, or unlawful activity shall be conducted upon the Property, nor shall anything be done thereon which may be or become any annoyance or nuisance to the neighborhood.

Section 3. 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.

Section 4. Dwelling Size. No building shall be erected as a dwelling which is less than two thousand two hundred (2200) square feet of living (heated) area. Multi-level dwellings shall have a minimum of two thousand (2000) square feet of living (heated) area on the main level, and a minimum of eight hundred (800) square feet of living (heated) area on the other level or a minimum of one thousand nine hundred (1900) square feet of living (heated) area on the main level, and a minimum of nine hundred (900) square feet of living (heated) area on the other level. Basements, garages, decks, porches, or other appurtenances shall not be included in calculating the square footage requirement.

Section 5. Setbacks. All buildings or structures shall be located behind the setback lines as shown on the recorded plat of the Subdivision.

Section 6. Satellite Dishes. No satellite dishes 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 structure, but they all must be approved by the Architectural Control Committee or their successors or assigns.

Section 7. 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 Architectural Control Committee or their successors or assigns. Chain link or wire fencing may be used in other areas not indicated herein with the approval of the Committee.

Section 8. Construction Time. All dwellings must be completed within twelve (12) months after the commencement of construction.

Section 9. 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 that the Declarant and/or the developer or their assigns, shall be permitted to construct or install on one lot only, a structure and related facilities designed and used as a construction or sales field office during the Development and Sales Period.

Section 10. Automobiles, Boats, etc.. No automobiles will be stored on any lot or kept on blocks unless in the basement of the structure. Boats, utility trailers, recreational vehicles, travel trailers, panel vans or small commercial trucks must be parked or stored in the basement or on a separate parking pad located behind the residential structure 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.

Section 11. Oil Drilling. No oil drilling, oil development operation, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any lot.

Section 12. Unkept Conditions. It shall be the responsibility of each lot owner to prevent the development or occurrence of any unclean, unsightly or unkept condition of buildings or grounds on such lot, which shall tend to decrease the beauty of the specific area of the neighborhood as a whole. No refuse pile or unsightly objects shall be placed, allowed or suffered to remain upon the property, including vacant parcels. The Architectural Control Committee or its successors or assigns, 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

trash which in the opinion of the Committee 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. This provision shall not apply to the Declarant, developer or builders during the Development and Sales Period.

Section 13. Roof Pitch. The roof pitch shall not be less than 7 & 12, unless first approved by the Architectural Control Committee.

Section 14. Landscaping. Upon the completion of a residence, all front and side yards shall be landscaped in an appropriate manner so as to enhance the natural beauty of the area. All landscaping shall be completed within six months after the completion of the residence. The landscaping plan for each Lot shall be approved by the Architectural Control Committee. This plan shall include at least the following minimum standards:

- (a) the areas that are to be left natural, if any;
- (b) the areas that are not left natural must be grassed or planted with some type of greenery;
- (c) shrubbery should be located along the front of the dwelling.

Any areas that are seeded and/or sprigged must be growing and showing evidence of satisfactory coverage within six months of the completion of the residence. If such satisfactory coverage is not evident, the Architectural Control Committee shall have the right to require the Owner to correct the problem by another method or type of grassing. There shall not be any type of vegetable garden located in front or side yards of any residence.

Section 15. 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 Development and Sales Period.

Section 16. Siding No vertical siding or 4 foot by 8 foot or 4 foot by 9 foot composition siding shall be used on the exterior of any residence or accessory buildings without the written approval of the Committee.

Section 17. Windows Wood frame, aluminum clad or vinyl windows will be used exclusively on the sides, fronts and rears of the dwellings constructed. Painted or unpainted aluminum windows or other types of windows may not be used unless approved by the Committee.

Section 18. Concrete Block. 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.

Section 19. 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 Committee.

Section 20. Garage Entrance. All driveways shall be located so as to provide access to the side or rear of any dwelling and no building shall be built, altered or maintained which shall have an automobile or vehicle entrance or garage doors on the front of said dwelling. The entrance to all garages shall be either from the side of the Lot or from the rear of said structure. Wherever, in the opinion of the Committee the topography, size, shape, or the visible conditions of any Lot requires it, the Committee may permit to allow deviations of the location of the driveway and/or the entrance to a garage, provided it does not violate any zoning or ordinance of the City of Trussville, Alabama.

Section 21. Re-subdividing. Any re-surveying or re-subdividing of any lot in the Subdivision must be approved in writing by the Committee and, if required, by the City of Trussville and the Jefferson County Health Department. Under no circumstances shall Lot 3 be allowed to be subdivided into more than three (3) separate homesites and each homesite must have a minimum of four (4) acres of land area. Two (2) or more lots can be combined and resurveyed in order to become a new lot. Under no circumstances shall a lot be resurveyed or subdivided so as to become more than two (2) lots with the exception of Lot 3.

Section 22. Lakes or Ponds. Any man-made lakes or ponds must be approved by the Committee and the Association.

ARTICLE XI

GENERAL PROVISIONS

Section 1. Enforcement. The Declarant, the Architectural Control Committee, or any Owner, shall have the right to enforce by any proceeding at law or in equity all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Declarant, the Architectural Control Committee, 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.

Section 2. 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 in full force and effect

Section 3. 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.

Section 4. Amendments. This Declaration may be amended only 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 Subdivision. There shall be only one vote for each Lot regardless of the number of owners of a Lot. Any amendment must be properly recorded.

Section 5. 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.

Section 6. Governing Law. This Declaration shall be governed in all respects by the laws of the State of Alabama.

IN WITNESS WHEREOF, the Declarant has executed this instrument on the 4th day of April, 1996.

DECLARANT - CARRINGTON PARTNERS, a Joint Venture.

BY: Steven C. Turner

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 the Managing Partner of CARRINGTON PARTNERS, a Joint Venture, 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 4th day of April, 1996.

My Commission Expires:

Marijana Widick
NOTARY PUBLIC

My Commission Expires Sept. 11, 1999

EXHIBIT "A"

ARCHITECTURAL CONTROL COMMITTEE PROCEDURES

1. The Architectural Control Committee shall consist of at least three (3) persons. Concurrence by a majority of the Committee shall be binding and final.

2. Two copies of the house plan, specifications, and site plan shall be given to the Committee for review. A response will be given within ten (10) days of receipt and one set of plans will be returned signed by the Committee.

3. 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.

4. No clearing or other construction may be started before plans are approved.

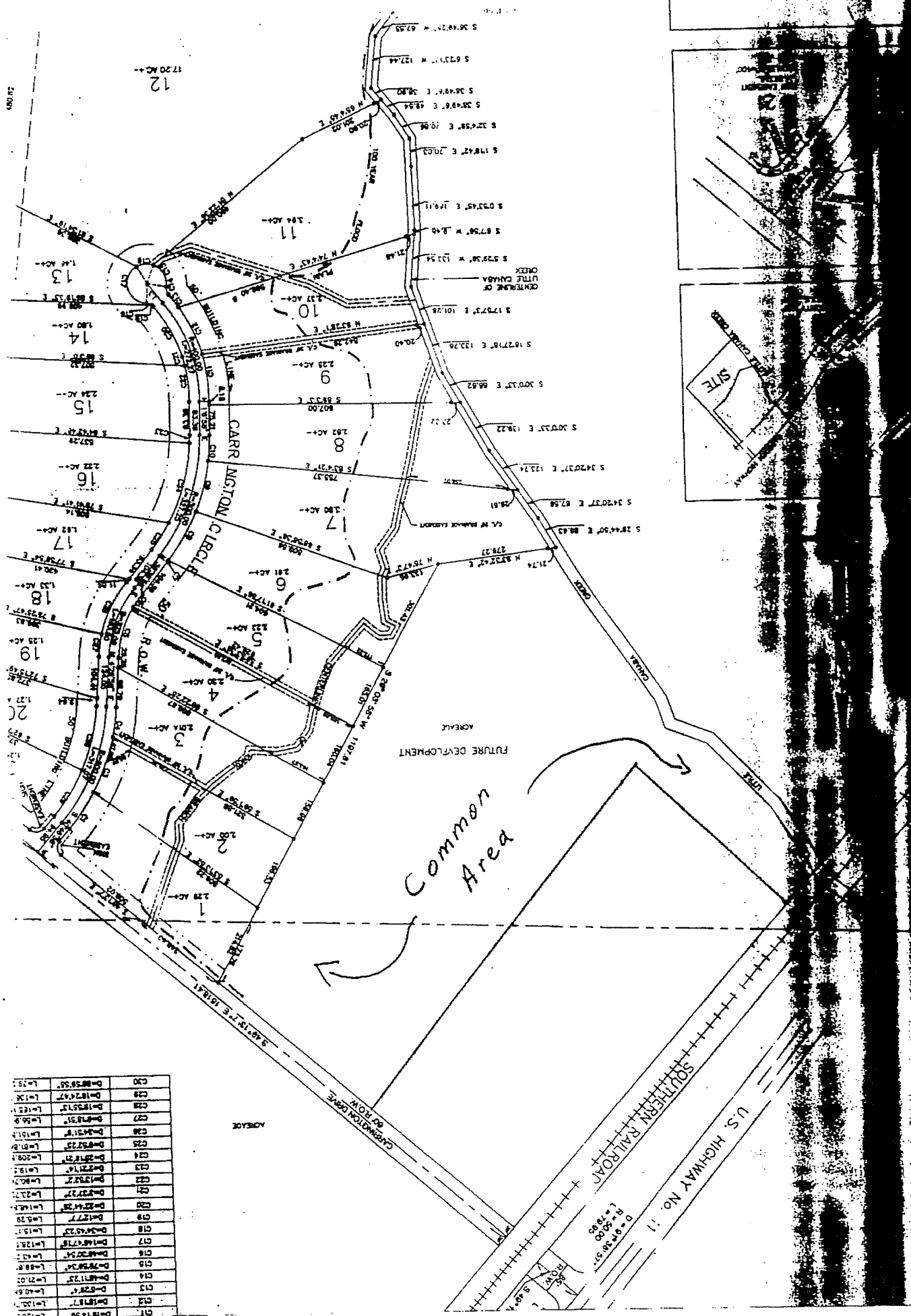
5. Approved plans for a particular lot are good for that lot for a period of six (6) months from approval date.

6. All decisions of the Committee shall be binding and final.

7. Approvals are subject to septic tank approval from the Jefferson County Health Department.

8. Builders must be approved by the Committee.

Exhibit



C20	D-187137	L-120
C19	D-187137	L-120
C18	D-187137	L-120
C17	D-187137	L-120
C16	D-187137	L-120
C15	D-187137	L-120
C14	D-187137	L-120
C13	D-187137	L-120
C12	D-187137	L-120
C11	D-187137	L-120
C10	D-187137	L-120
C9	D-187137	L-120
C8	D-187137	L-120
C7	D-187137	L-120
C6	D-187137	L-120
C5	D-187137	L-120
C4	D-187137	L-120
C3	D-187137	L-120
C2	D-187137	L-120
C1	D-187137	L-120

State of Alabama - Jefferson County
I certify this instrument filed on:
1996 APR 04 A.M. 09:14

Recorded and \$		Mtg. Tax	
and \$	29.50	Deed Tax and Fee Amt.	29.50
\$		Total \$	29.50

GEORGE R. REYNOLDS, Judge of Probate



9604/4435

RECORDER'S MEMORANDUM
At the time of recordation, this instrument was found to be inadequate for the best photographic reproduction because of illegibility, discolored paper, carbon or photo copy, etc.

**RESTRICTIVE COVENANTS and
GRANT OF LAND EASEMENT for
Underground Facilities in Subdivision**

GRANTEE'S ADDRESS
ALABAMA POWER CO.
P.O. BOX 2641
BIRMINGHAM, AL 35291-1980

10⁰²



WE Number: 6150-08-00256-00

Parcel Number: _____

9 6 0 9 / 5 9 1 2

STATE OF ALABAMA)
County of Jefferson)

THIS PERMIT COVERS ALL COMPANY FACILITIES
LOCATED ALONG THE ROUTE SHOWN
ON THE ATTACHED DRAWING WITHIN
THE SUBDIVISION IDENTIFIED HEREIN.

KNOW ALL MEN BY THESE PRESENTS, THAT: WHEREAS, the "Grantor", (whether one or more) are owners of record of the following described real estate in Jefferson County, Alabama, to wit: CARRINGTON 2ND SECTOR Subdivision (the "Subdivision") as shown on the plat recorded in Map Book 184, page 57, in the Office of the Judge of Probate of JEFFERSON County, Alabama (the "Property") and NE 1/4 SEC 9, T15S 16S, R16E

WHEREAS, the said Grantor is desirous of granting Alabama Power Company, (the Company) an easement for underground electrical facilities and of establishing or placing the heretofore described subdivision under certain restrictive covenants to insure the use of the property for attractive residential purposes and thereby to secure to each lot owner the same advantages insured to other lot owners.

NOW, THEREFORE, The Grantor, for and in consideration of One and No/100 Dollars (\$1.00), and other good and valuable consideration, to Grantor in hand paid by the Company, the receipt of which is hereby acknowledged, does hereby grant to Company, its successors and assigns, the right to construct, install, operate, maintain and replace, and the right to permit other corporations and persons to construct, install, operate, maintain and replace, along a route to be selected by the Company, (generally shown hatched on the attached drawing) its successors or assigns, all conduits, cables, translosures and other appliances and facilities (above ground and below ground) useful or necessary in connection therewith, for the underground transmission and distribution of electric power and for underground communication service upon, under and across the Property.

Together with all the rights and privileges necessary or convenient for the full enjoyment or use thereof, including the right of ingress and egress to and from said facilities and the right to excavate for installation, replacement, repair and removal thereof; and also the right to cut and keep clear any and all obstructions or obstacles of whatever character on, under and above said facilities.

TO HAVE AND TO HOLD such easement to the Company, its successors and assigns, forever.

And, the undersigned Grantor further does hereby adopt the following conditions, restrictions, covenants and limitations which shall apply in their entirety to all lots in the said Subdivision and shall run with the title to said property, and which shall be included in any conveyance of title to any or all of said lots in said subdivision:

1. The owners of lots within the Subdivision will not erect or grant to any person, firm or corporation the right, license or privilege to erect or use or permit the use of overhead wires, poles or overhead facilities of any kind for electrical, telephone, or cable television service on said real estate (except such poles and overhead facilities as may be required at those places where distribution facilities enter and leave said subdivision, or existing and/or future overhead transmission or communication facilities on existing Alabama Power Company rights of way). Nothing herein shall be construed to prohibit overhead street lighting, or ornamental yard lighting, where serviced by underground wires or cables.

2. In order to beautify said Subdivision for the benefit of all lot owners and permit Alabama Power Company to install underground electric service to each house in said Subdivision for the mutual benefit of all lot owners therein, no owner of any lot within said Subdivision will commence construction of any house on any lot until such owner (1) notifies Alabama Power Company that such construction is proposed, (2) grants in writing to Alabama Power Company such rights and easements as Alabama Power Company deems necessary in connection with its construction, operation, maintenance, replacement and removal of underground service laterals of each lot, and (3) otherwise complies with the Rules and Regulations for Underground Residential Distribution on file with and approved by the Alabama Public Service Commission. Further, no plants, shrubs, fences, walls or other obstructions shall be placed in front of or within three (3) feet of any side of any pad-mounted equipment and Alabama Power Company shall not be liable for any damages to or destruction of any shrubs, trees, flowers, grass or other plants caused by the equipment or employees of the Company or its contractors engaged in the construction, operation, maintenance, replacement or removal of the Company's facilities. Appropriate meter locations must be obtained from Alabama Power Company prior to installing or relocating service entrance facilities and associated internal wiring. Owners must install meter sockets provided by Alabama Power Company to the Company's specifications and provide and install two (2) inch (for 200 amp) or three (3) inch (for 400 amp) schedule 40 PVC or equivalent galvanized conduit from the meter socket to two (2) feet below finished grade.

3. Alabama Power Company, its successors and assigns, will retain title to all underground facilities installed by the Company or its contractors, including but not limited to the service lateral and outdoor metering socket serving each said house, and said service entrance facilities provided by Alabama Power Company will not in any way be considered a fixture or fixtures and thereby a part of said real estate, but will remain personal property belonging to Alabama Power Company, its successors and assigns, and will be subject to removal by Alabama Power Company, its successors and assigns, in accordance with applicable Rules and Regulations filed with and approved by the Alabama Public Service Commission.

4. These covenants and restrictions touch and concern and benefit the land and shall run with the land and shall be binding on Alabama Power Company, the undersigned, their respective heirs, successors and assigns. Invalidation of any one of the foregoing covenants and restrictions shall in no way affect any other provision contained herein.

IN WITNESS WHEREOF, this instrument has been executed this day 12th of February, 1996.

GRANTOR:

Witness/Attest:

CARRINGTON PARTNERS JOINT VENTURE
Name of Individual/Company/Partnership
Steve Turner
Signature of Individual/Officer/Partner Partner

Note: This agreement to be recorded in the Judge of Probate in the county as indicated above.

CORPORATE/PARTNERSHIP ACKNOWLEDGMENT

STATE OF ALABAMA)

County of Jefferson)

I, Mary Anna Widich, a Notary Public, in and for said County in said State, hereby certify that Steve Turner, whose name as Partner of Carrington Partners, a Joint Venture a corporation/partnership, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that being informed of the contents of the instrument, he, as such officer/partner and with full authority, executed the same voluntarily for and as the act of said corporation/partnership.

Given under my hand and official seal, this the 12th day of February, 1996.

My Commission Expires Sept. 11, 1999

Mary Anna Widich
Notary Public

My commission expires _____.

INDIVIDUAL ACKNOWLEDGMENT

STATE OF ALABAMA)

County of _____)

I, _____, a Notary Public, in and for said County in said State, hereby certify that _____, whose name(s) (is/are) signed to the foregoing instrument, and who (is/are) known to me, acknowledged before me on this date that, being informed of the contents of the agreement, (has/have) executed the same voluntarily on the day the same bears date.

Given under my hand and official seal, this the _____ day of _____, 19 _____.

Notary Public

My commission expires _____.

THIS INSTRUMENT PREPARED BY:

Robert Bowden

Alabama Power Company
Corporate Real Estate
P.O. Box 2641
Birmingham, AL 35291

DO NOT RECORD WITHOUT ATTACHED DRAWING!

