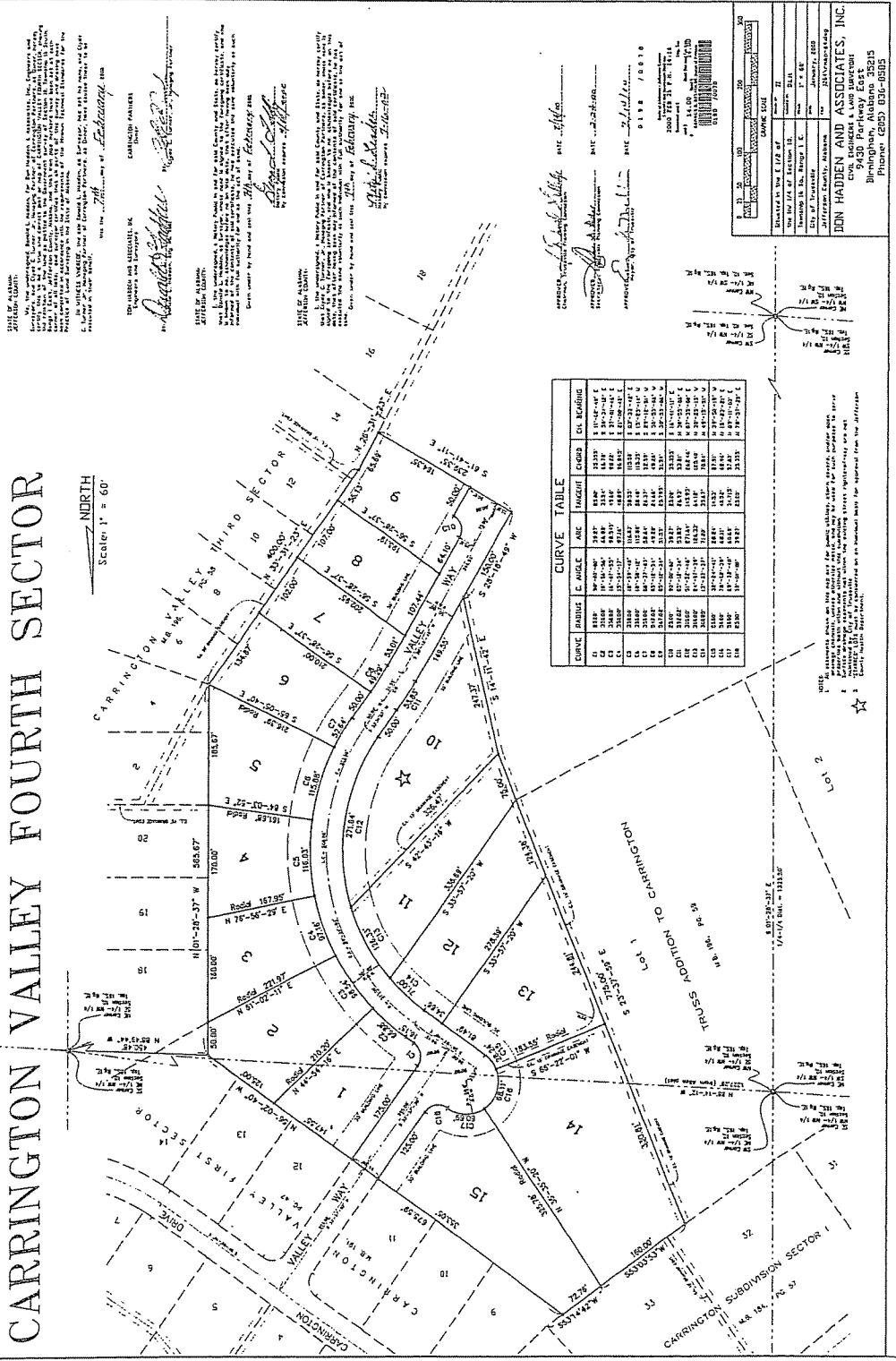


o. 198 / 78

# CARRINGTON VALLEY FOURTH SECTOR

NORTH  
Scale 1" = 60'



CURVE	PIVOT	ANGLE	ARC	CHORD	CHORD BEARING
1	100.00	90.00	100.00	100.00	S 00°00'00" E
2	100.00	90.00	100.00	100.00	S 00°00'00" E
3	100.00	90.00	100.00	100.00	S 00°00'00" E
4	100.00	90.00	100.00	100.00	S 00°00'00" E
5	100.00	90.00	100.00	100.00	S 00°00'00" E
6	100.00	90.00	100.00	100.00	S 00°00'00" E
7	100.00	90.00	100.00	100.00	S 00°00'00" E
8	100.00	90.00	100.00	100.00	S 00°00'00" E
9	100.00	90.00	100.00	100.00	S 00°00'00" E
10	100.00	90.00	100.00	100.00	S 00°00'00" E
11	100.00	90.00	100.00	100.00	S 00°00'00" E
12	100.00	90.00	100.00	100.00	S 00°00'00" E
13	100.00	90.00	100.00	100.00	S 00°00'00" E
14	100.00	90.00	100.00	100.00	S 00°00'00" E
15	100.00	90.00	100.00	100.00	S 00°00'00" E
16	100.00	90.00	100.00	100.00	S 00°00'00" E
17	100.00	90.00	100.00	100.00	S 00°00'00" E
18	100.00	90.00	100.00	100.00	S 00°00'00" E
19	100.00	90.00	100.00	100.00	S 00°00'00" E
20	100.00	90.00	100.00	100.00	S 00°00'00" E
21	100.00	90.00	100.00	100.00	S 00°00'00" E
22	100.00	90.00	100.00	100.00	S 00°00'00" E
23	100.00	90.00	100.00	100.00	S 00°00'00" E
24	100.00	90.00	100.00	100.00	S 00°00'00" E
25	100.00	90.00	100.00	100.00	S 00°00'00" E
26	100.00	90.00	100.00	100.00	S 00°00'00" E
27	100.00	90.00	100.00	100.00	S 00°00'00" E
28	100.00	90.00	100.00	100.00	S 00°00'00" E
29	100.00	90.00	100.00	100.00	S 00°00'00" E
30	100.00	90.00	100.00	100.00	S 00°00'00" E

SITE OF ALIEN  
 DON HADDEN AND ASSOCIATES, INC.  
 ENGINEERS AND ARCHITECTS  
 1000 17th Street, N.W.  
 Atlanta, Georgia 30333  
 Telephone: 404-525-1100  
 Fax: 404-525-1101

STATE OF ALABAMA  
 JEFFERSON COUNTY  
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#6

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STATE OF ALABAMA)  
JEFFERSON COUNTY)

**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTION FOR  
CARRINGTON VALLEY FOURTH SECTOR, A RESIDENTIAL DEVELOPMENT**

This Declaration of Covenants, Conditions and Restrictions, is made as of the 28th day of February, 2000, 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 0198, Page 0078 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 a 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 Prussville, 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 Home Loans, 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 0198 Page 0078 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 or 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 Valley, Third 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 By-laws, 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 an 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 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 Valley First 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 Valley First 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 judgment to see conformity of the proposed dwelling with the restrictions hereof. The Architectural Control Committee shall consist of Clyde C. Turner, Jr., Dr. Orian C. Truss, Gary A. Turner, and Gregory B. Rice or 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.

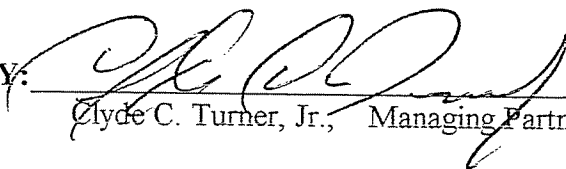
Section 2. Uses. No noxious, offensive, or unlawful activity shall be conducted upon the Property, nor shall anything be done thereon which may be or become any annoyance or nuisance to the neighborhood.

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, 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 one hundred (1100) 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.

IN WITNESS WHEREOF, the Declarant has executed this instrument on the 28<sup>th</sup> day of February, 2000.

DECLARANT- CARRINGTON PARTNERS, a Joint Venture

BY:   
Clyde C. Turner, Jr., Managing Partner

STATE OF ALABAMA  
JEFFERSON COUNTY

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Clyde C. Turner, Jr., 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 28<sup>th</sup> day of February, 2000.

My Commission Expires  
8-19-01

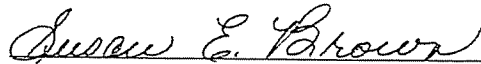
  
NOTARY PUBLIC

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.

State of Alabama - Jefferson County  
I certify this instrument filed on:

2000 FEB 29 A.M. 08:48

Recorded and \$

Mtg. Tax

and \$

Deed Tax and Fee Amt.

\$

27.00

Total \$

27.00

GEORGE R. REYNOLDS, Judge of Probate



200003/0034



10<sup>02</sup>

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



WE Number: 61500-08-00509-00

Parcel Number: 70079795

STATE OF ALABAMA )  
County of Jefferson )

THIS PERMIT COVERS ALL COMPANY FACILITIES  
LOCATED ALONG THE ROUTE SHOWN  
ON THE ATTACHED DRAWING  
THE SUBDIVISION INCLUDES

200105 / 9405

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 4TH SECTOR Subdivision (the "Subdivision") as shown on the plat recorded in Map Book 198, page 78, in the Office of the Judge of Probate of Jefferson County, Alabama (the "Property") and

E 1/2 OF NW 1/4 SECTION 10, TOWNSHIP 16 SOUTH, RANGE 1 EAST

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 18 of OCT, 1999.

GRANTOR:

Witness/Attest:

Marye Turner

Carrington Partners  
Name of Individual/Corporation/Partnership  
[Signature]  
Signature of Individual/Officer/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, ROBERT E. BOWDEN, a Notary Public, in and for said County in said State, hereby certify that CLYDE TURNER, whose name as PARTNER of CARRINGTON PARTNERS 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 18 day of OCT, 1999.

[Signature]  
Notary Public

My commission expires 15 JUNE 01.

**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 \_\_\_\_\_.

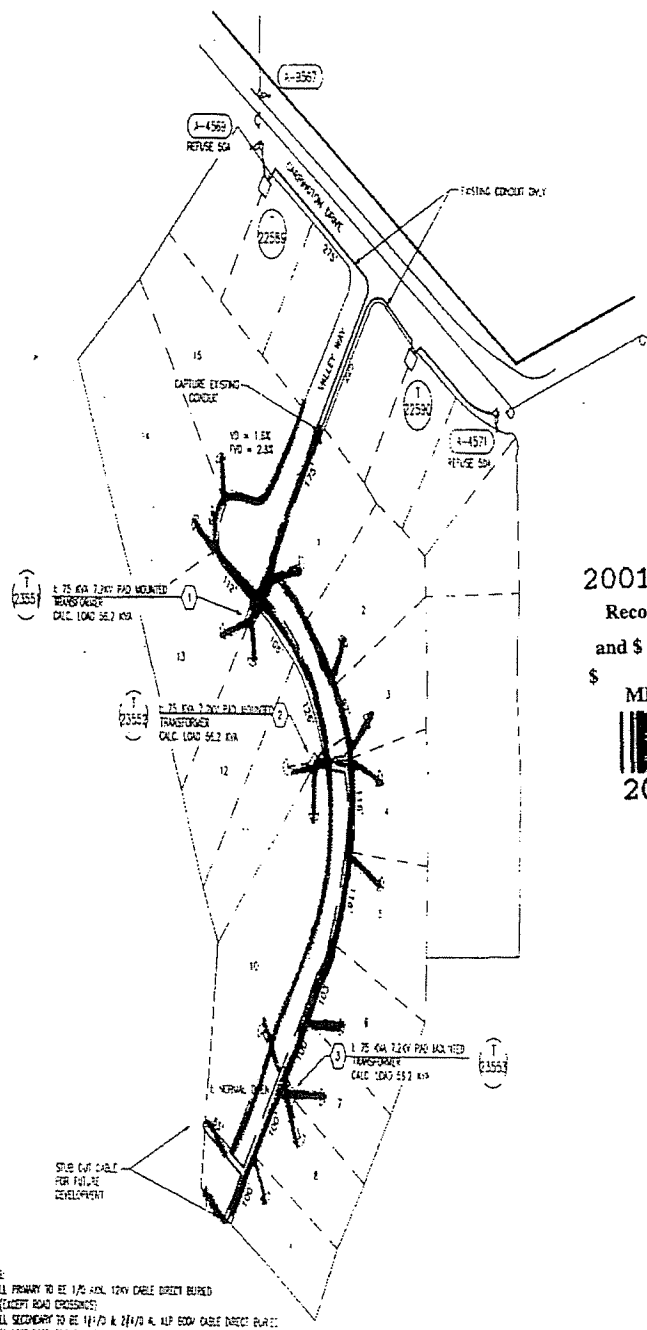
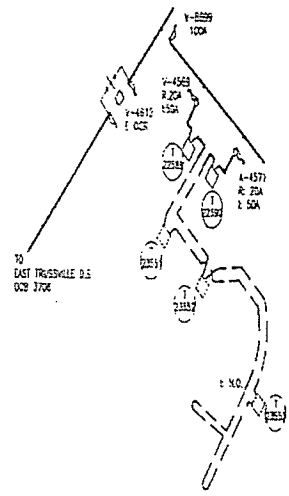
**THIS INSTRUMENT PREPARED BY:**

Robert Bowden

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

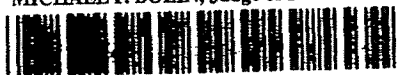
**DO NOT RECORD WITHOUT ATTACHED DRAWING!**

**SECTIONALIZING SKETCH**

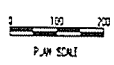
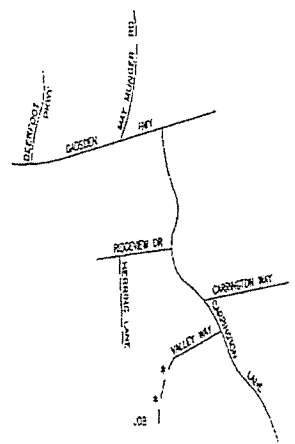


WIRE LOADING	
1-4563	1-4565
NORMAL	15A
EMERGENCY	21.2A

- NOTES:**
1. ALL PRIMARY TO BE 1/2" HDL 12KV CABLE BORED BURED (EXCEPT ROAD CROSSINGS)
  2. ALL SECONDARY TO BE 1 1/2" O.D. & 2 1/4" O.D. ALP BOND CABLE (EXCEPT ROAD CROSSINGS)
  3. SERVICES TO BE 1 1/2" O.D. & 2 1/4" O.D. ALP BOND CABLE W/ 1" CONDUIT (EXCEPT WHERE NOTED)
  4. AVERAGE SERVICE LENGTH = 75'
  5. TRANSFORMER LOADING BASED ON 1.20 ST/AVC
  6. WIRE LOADING BASED ON 2.00 PER COT
  7. VOLTAGE DROP SHOWN IS WIRE ONLY
  8. APPLICABLE TO INSTALL PRIMARY & SECONDARY CONDUCTORS, TRANSFORMERS & PADS
  9. DEVELOPER TO PAY \$7.125 FOR UNDERGROUND SERVICE
  10. APPO TO CALL THE PHONE CO. (\$1.50) TO FOR CONT USE TRAILING NO ROCK IS ANTICIPATED
  11. FOR ROAD CONTACT, CALL TOWER (852-7442)

State of Alabama - Jefferson County  
 I certify this instrument filed on:  
**2001 MAY 04 A.M. 07:40**  
 Recorded and \$ \_\_\_\_\_ Mtg. Tax  
 and \$ **9.50** Deed Tax and Fee Amt.  
 Total \$ **10.00**  
**MICHAEL F. BOLIN, Judge of Probate**  
  
**200105/9405**

**LOCATION SKETCH**



*R17745 RELEASED 4-1-97*  
 ESTIMATED DRAWING - MAKE NO MANUAL RE

<b>ALABAMA POWER COMPANY</b>	
FOR SOUTH REGION DISTRIBUTION	
DETAIL: PROVIDE LEG. SERVICE TO	
CANTONMENT VALLEY - 4TH SE	
MAP REF: SEC-10, 1P-165R-1E	SCALE: 1" = 100'
DRAWN BY: J. BRASHER DATE: 06/19/99	PLOTTED: 07/07
APPROVED: _____ DATE: _____	SHEET 1 OF 1 SHEETS
APPROVED: _____ DATE: _____	SUPERSEDES: C-01550-08-0