

191/47

2803/9215
Rush

CARRINGTON VALLEY FIRST SECTOR

APPLICANT:
DUN HADDEN AND ASSOCIATES, INC.
Engineers and Surveyors
9430 Parkway East
Birmingham, Alabama 35215
Date: March 27, 1974

ENGINEER:
DON HADDEN AND ASSOCIATES, INC.
Engineers and Surveyors
9430 Parkway East
Birmingham, Alabama 35215
Date: March 27, 1974

APPROVED:
[Signature]
City of Jefferson
Jefferson County, Alabama
Date: March 27, 1974

APPROVED:
[Signature]
City of Jefferson
Jefferson County, Alabama
Date: March 27, 1974

STATE OF ALABAMA:
DON HADDEN AND ASSOCIATES, INC.
Engineers and Surveyors
9430 Parkway East
Birmingham, Alabama 35215
Date: March 27, 1974

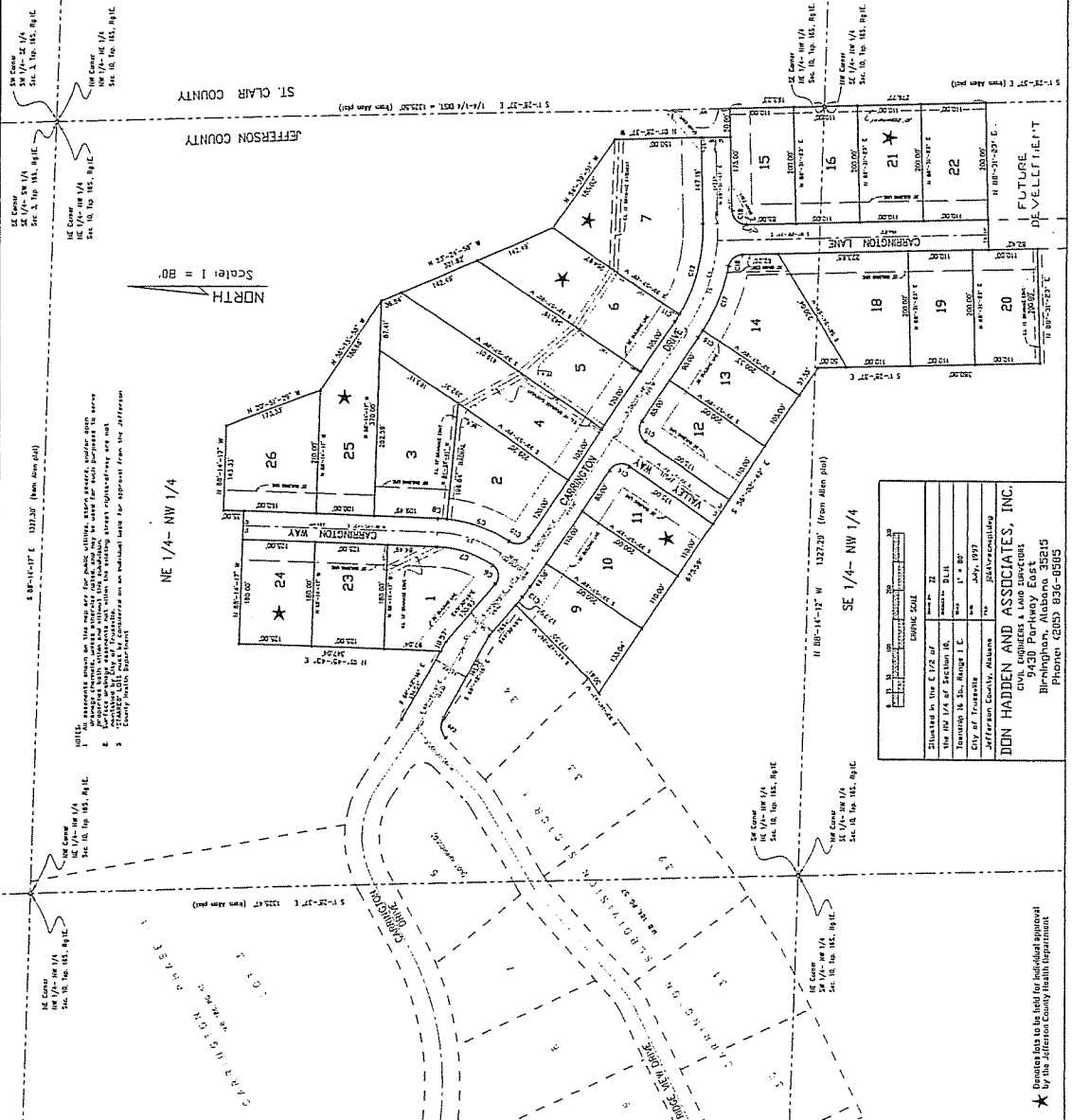
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Curve	Radius	Central Angle	Area	Length	Chords
C1	1000'	30° 00' 00"	15708	1099.6	1000'
C2	1000'	30° 00' 00"	15708	1099.6	1000'
C3	1000'	30° 00' 00"	15708	1099.6	1000'
C4	1000'	30° 00' 00"	15708	1099.6	1000'
C5	1000'	30° 00' 00"	15708	1099.6	1000'
C6	1000'	30° 00' 00"	15708	1099.6	1000'
C7	1000'	30° 00' 00"	15708	1099.6	1000'
C8	1000'	30° 00' 00"	15708	1099.6	1000'
C9	1000'	30° 00' 00"	15708	1099.6	1000'
C10	1000'	30° 00' 00"	15708	1099.6	1000'
C11	1000'	30° 00' 00"	15708	1099.6	1000'
C12	1000'	30° 00' 00"	15708	1099.6	1000'
C13	1000'	30° 00' 00"	15708	1099.6	1000'
C14	1000'	30° 00' 00"	15708	1099.6	1000'
C15	1000'	30° 00' 00"	15708	1099.6	1000'
C16	1000'	30° 00' 00"	15708	1099.6	1000'
C17	1000'	30° 00' 00"	15708	1099.6	1000'
C18	1000'	30° 00' 00"	15708	1099.6	1000'
C19	1000'	30° 00' 00"	15708	1099.6	1000'
C20	1000'	30° 00' 00"	15708	1099.6	1000'



Curve	Radius	Central Angle	Tangent Lengths		Chords
			Inner	Outer	
C1	1000'	30° 00' 00"	499.6	500.4	1000'
C2	1000'	30° 00' 00"	499.6	500.4	1000'
C3	1000'	30° 00' 00"	499.6	500.4	1000'
C4	1000'	30° 00' 00"	499.6	500.4	1000'
C5	1000'	30° 00' 00"	499.6	500.4	1000'
C6	1000'	30° 00' 00"	499.6	500.4	1000'
C7	1000'	30° 00' 00"	499.6	500.4	1000'
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C14	1000'	30° 00' 00"	499.6	500.4	1000'
C15	1000'	30° 00' 00"	499.6	500.4	1000'
C16	1000'	30° 00' 00"	499.6	500.4	1000'
C17	1000'	30° 00' 00"	499.6	500.4	1000'
C18	1000'	30° 00' 00"	499.6	500.4	1000'
C19	1000'	30° 00' 00"	499.6	500.4	1000'
C20	1000'	30° 00' 00"	499.6	500.4	1000'

DUN HADDEN AND ASSOCIATES, INC.
 ENGINEERS AND SURVEYORS
 9430 Parkway East
 Birmingham, Alabama 35215
 Phone: 485-836-8585

Submitted in the City of Jefferson, Alabama, on this 27th day of March, 1974.

City of Jefferson, Alabama
 City Engineer
 [Signature]

* Points that do not include the proposed improvement by the Jefferson County Health Department.

STATE OF ALABAMA)
JEFFERSON COUNTY)

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**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR
CARRINGTON VALLEY FIRST SECTOR, A RESIDENTIAL DEVELOPMENT**

This Declaration of Covenants, Conditions and Restrictions, is made as of the 15th day of March, 1998 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 191, Page 47, 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 additions 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 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 191, Page 47, 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 Valley, First 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 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.

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

Section 21. 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, fees 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.

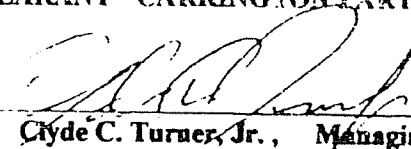
Section 4. Amendments. This Declaration may be amended only by an instrument signed by the Owners having not less than three-fourths (3/4) of the total votes of all the Lots in the Subdivision. There shall be only one vote for each Lot regardless of the number of owners of a Lot. Any amendment must be 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 Laws. 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 18th day of March, 1998.

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 18th day of March, 1998.

My Commission Expires:
1-9-2002

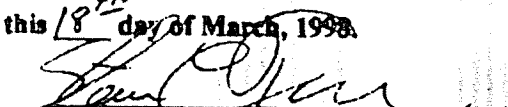

NOTARY PUBLIC

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.

Exhibit B

