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STATE OF ALABAMA
COUNTY OF MOBILE

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**DECLARATION OF RESTRICTIONS AND COVENANTS
OF
CARRINGTON NORTH UNIT THREE**

KNOW ALL MEN THESE PRESENTS, that this Declaration of Restrictions and Covenants is made, adopted, published and declared this 17th day of October, 2001, by L.G.L., L.L.C., hereinafter sometimes referred to as "Developer";

WITNESSETH:

WHEREAS, the undersigned is the Developer of the real property in the County of Mobile, Alabama described and shown on that certain plat of Carrington North Unit Three filed for record in the Mobile County Probate Records in Map Book 92, Page 113.

WHEREAS, Developer is desirous of placing certain restrictions, conditions and reservations (hereinafter collectively referred to as the "Restrictions") upon the above described property in accordance with a general scheme or plan in order (a) to protect the Owners of each lot against improper use of surrounding lots as will depreciate the value of the property, (b) to preserve, as far as practicable, the natural beauty of each lot, (c) to insure the creation of attractive, well designed, properly proportioned and appropriate homes of suitable materials with appropriate locations on said lots, (d) to insure proper building setbacks from street structures, and (f) in general, to assure the best and most appropriate development and improvement of the subdivision and each lot thereon;

NOW, THEREFORE, Developer does hereby impose the following protective restrictions:

1. **RESIDENTIAL USE ONLY:** All lots in the subdivision shall be known and described as single-family residential lots. No lot may be improved, used or occupied for other than private residence purposes, and no flat, duplex, apartment house, group apartment, or condominium, though intended for residence purposes, may be erected thereon.
2. **STORM WATER MANAGEMENT:** Each property Owner acknowledges that Mobile County is subject to approximately 60 inches of rain per year, and hence this subdivision and each lot and other area therein is subject to heavy rainfall and the flow of surface water. As a result of such rainfall each Owner or future Owner of any lot acknowledges that the developer has complied with the subdivision requirements of Mobile County including but not limited to streets, drainage, detention pond and utility requirements as evidenced by the acceptance of this subdivision by Mobile County.
3. **INDEMNITY and HOLD HARMLESS AGREEMENT:** The County of Mobile requires an INDEMNITY AND HOLD HARMLESS AGREEMENT regarding

development drainage on and across the Carrington North Unit Three property. Each Property Owner agrees to indemnify and hold harmless both the Developer and the County of Mobile for all loss, costs, expense, damage or liability which may accrue, be threatened or occur out of the existence, operation or maintenance of said open surface drainage and/or concrete paved ditches; and further agrees to maintain the cleanliness of the concrete paved ditches, if any, on his lot. No yard cuttings, trash or debris will be disposed of in the ditches or drainage areas. As the curbs are a standard six-inch stand-up design, these curbs may be broken out at the driveway and the concrete driveway turn-in built according to the City of Mobile standards. Notices and/or fines may be levied if necessary according to paragraphs 33 and 34 below.

4. **BEST MANAGEMENT PRACTICES (BMPs).** Each Lot Owner, by acceptance of a deed to a Lot in Carrington North, Unit Three, whether or not expressly so provided in said deed, covenants and agrees that in the development and construction of improvements upon said Lot, Best Management Practices (BMPs) will be followed for the prevention and minimization of nonpoint sources of pollution and storm water run-off, contained and described in Alabama Nonpoint Source Management Program Document, as amended, prepared by ADEM, Water Division – Mining & Nonpoint Source Section, in accordance with Section 319 of the Federal Clean Water Act, as amended, EPA Storm Water Pollution Prevention for Construction Activities, Office of Wastewater Enforcement and Compliance, U.S. Environmental Protection Agency, Washington, D.C. 20460, as amended; Best Management Practices for Nonpoint Source Runoff Control, Mobile & Baldwin Counties, Alabama, South Alabama Regional Planning Commission, January 1989, as amended, and other applicable publications; and, that all appropriate pollution abatement/prevention facilities and structural and non-structural BMPs as described in these documents or ADEM approved equivalent BMPs, will be implemented and maintained as needed at the construction site in accordance with good engineering practices and ADEM regulations, under the guidance of a qualified pollution prevention/control professional, and specifically agree to hold the Developer harmless from any fault, fine, cost, liability, or remedial expense occasioned or arising directly or indirectly from his/her failure to do so. BMPs are required by the Alabama Department of Environmental Management (ADEM) and the City of Mobile to insure proper downstream water quality. BMPs are required on the site plan presented to the Architectural Committee for each Lot on which a Dwelling Unit or other improvements are to be built. The Lot Owner shall be responsible for compliance with applicable provisions of the ADEM Storm Water Permit (NPDES) issued for Carrington North, Unit Three including the installation of all necessary erosion control items including but not limited to hay bale sediment barriers, silt fencing, temporary construction (stone surfaced) entrances, and all other required BMPs necessary to prevent the diversion, overflow, or bypass of silt, sediment, or soil or debris laden storm runoff beyond the limits of the property purchased. BMPs must be maintained in an effective manner throughout the construction of the new home until the disturbed area is grassed and landscaped at which time the BMPs can be removed. The HBA booklet "Controlling Erosion and Sediment in Home Building" gives thumbnail sketches of the most common structures, devices and techniques in a format that is easily carried in the field. The Lot Owner is ultimately responsible to the Developer for installing and maintaining effective BMPs throughout the construction period. Further, should the Developer be fined or cited for violation by ADEM, the County of Mobile, EPA or any other regulatory authority due to the Lot Owner's nonperformance of this provision of the Declaration, the Lot Owner shall be responsible and pay all costs due as required to remedy the violation.

5. **SOIL CONDITIONS, FOUNDATION REQUIREMENTS, ETC.:** Soil conditions range from sandy loam to dense yellow to orange clay. The absorption rate for rain or surface water insofar as Developer is aware, is slow and surface water runoff occurs. The Developer has provided asphalt-paved streets with concrete gutters, underground pipe and drainage easements per Mobile County code to insure proper drainage in Carrington North, Unit Three. The Developer is not aware of any subterranean conditions that would affect or inhibit the building of homes in Carrington North, Unit Three; however, no warranties are expressed or implied. Foundation requirements begin with building design criteria, and must comply with local building code standards. Lots are to be sold in an "as-is condition" without warranty from the Developer as to known or unknown surface or underground site conditions. Developer is not responsible or liable for problems or expenses that may arise from subterranean site conditions. Developer highly recommends that all improvements constructed on any lot be made by a licensed general contractor or builder member of the Home Builders Association (HBA). Contractor/builders are both knowledgeable regarding building codes and ordinances and liable for all such building improvements. HBA builders typically extend a homeowners warranty and are aware of ADEM's requirements regarding appropriate BMPs for storm water management and water quality control regulations and requirements.

6. **RESUBDIVISION OF LOTS:** No lot or lots shall be re-subdivided without the prior written approval of the Developer. The Developer reserves the unrestricted right to re-subdivide any lot or group of lots in the subdivision. Except as hereinafter provided, no building or any part thereof, of any character, may be erected or maintained on any part of a lot which is subdivided subsequent to the date hereof. Where a lot is subdivided and all of its parts are combined with adjacent entire lots, a building may, with the approval of the Architectural Committee, be erected and maintained on each of the lots as so combined even though a portion of such building may be located on a part of such subdivided lot, but each resulting combined lot shall be subject to these restrictions as fully and completely as if shown on the subdivision plat as a single lot. Where a portion of a lot, which portion is less than ten percent (10%) of the total area of the lot, is conveyed to the Owner of the lot adjacent to such portion, a building may, with the approval of the Architectural Committee, be erected and maintained on the remaining portion of such lot, which remaining portion of the lot shall be subject to these restrictions as fully and completely as if shown on the subdivision plat as a separate lot.

7. **ADJOINING PROPERTY INGRESS/EGRESS:** The Developer may utilize any lot, or part of a lot, as a means of ingress and egress to adjoining property or streets, and/or may dedicate the same as a public street. Such utilization of a lot shall not be deemed a non-residential use.

8. In the event the Developer constructs and/or dedicates a public street through a lot and excess property remains, the excess property shall, at the option of the Developer, accrue to the lot adjoining said excess property.

9. Except with prior written approval of the Developer: (a) No part of any lot may be dedicated as a public street, (b) No lot shall be used to give access (either vehicular or pedestrian) to property outside the boundaries of Carrington North Unit Three, and (c) No lot shall be combined with property outside the boundaries of Carrington North Unit Three.

10. **ELECTRICAL SERVICE:** Developer has paid Alabama Power Company to provide underground service to each lot. Therefore, no lot shall be served with overhead electric

service and no Lot Owner may erect power poles for such purpose. Only one temporary power pole per lot for initial construction purposes will be allowed and said temporary pole may have a flood light mounted to illuminate the house while under construction.

11. **ARCHITECTURAL COMMITTEE ("COMMITTEE"):** No building, fences, outbuildings, swimming pools or other improvements shall be erected, placed or altered on any lot in this subdivision without a written Architectural Approval Pre-construction Review Letter signed by a majority of the Architectural Committee (herein referred to as "Committee"). Two complete sets of building plans must be submitted to L.G.L., L.L.C. at P.O. Box 9368, Mobile, AL 36609 or delivered to 3207 International Drive, Suite P, Mobile, AL 36606. The plans shall include the plot plan, floor plan(s) showing habitable square footage, elevations and specifications as defined in paragraphs 15, 16 and 17 hereof, showing the locations of such improvements in relation to the property lines and minimum building setback lines. One set of plans, along with the Approval Letter, shall be retained by the Committee and one set of plans shall be returned to Lot Owner. The architectural review process is necessary to help insure that the proposed improvements will conform to the external design and harmony of the existing structures in the subdivision and with all other requirements of these Restrictions. The Committee shall be composed of James W. Lyon, James H. Glisson, and William M. Lyon, or by a representative designated by the members of said Committee. In the event of death or resignation of a member of said Committee, the remaining members shall have full authority to appoint a successor member and to approve or disapprove such design and location, or to designate a representative with like authority. The Committee shall have the general rights of enforcement as set forth in this Declaration, including without limitation the right to enjoin violations per paragraph 34 below.

12. **PRE-CONSTRUCTION ARCHITECTURAL APPROVAL:** Written approval by the Committee is required prior to construction. In the event the Committee, or its designated representative, fails to approve or disapprove such design and location within 30 days after said plans and specifications have been submitted to it or, in any event, if no suit to enjoin the erection of such building or the making of such suit to enjoin the erection of such building or the making of such alterations has been commenced prior to the completion thereof, such approval will not be required and this covenant will be deemed to have been fully complied with. If such plans and specifications are disapproved, written notice of such disapproval shall be given to the submitting Lot Owner in person or by U.S. Mail. The powers and duties of such Committee, and of its designated representatives, shall cease on January 31, 2012. Thereafter, the approval described in this covenant shall not be required unless, prior to said date and effective thereon, a written instrument shall be executed by the then record Owners of a majority of the lots in this subdivision and duly recorded appointing a representative, or representatives, who shall thereafter exercise the same powers previously exercised by said Committee.

13. In the event of disagreement between the Committee and any Lot Owner as to the propriety of its disapproval of any proposed plans and specifications, which disagreement shall be resolved at the request of either the Committee or the Lot Owner by a decision of three arbitrators, each of whom is a registered Architect in the County of Mobile, Alabama, one of whom shall be appointed by the Committee, one by the Lot Owner, and the third by the concurrence of the two so appointed, and the decision of such board of arbitrators shall be binding upon the Committee and the Lot Owner.

14. **SIGNS:** No sign of any kind shall be displayed to public view on any lot except one professionally lettered sign not more than six square feet in size, which may advertise the property for sale or rent; except during the construction period, at which time, additional signs not more than six square feet may be erected by the Builder along with signs erected by the subcontractor and/or material suppliers of not more than four square feet in size each. A security service sign shall also be allowed when applicable not to exceed two square feet. Neighborhood or community signs may be placed throughout the subdivision on the county right of way between the sidewalk and the street or in the center island medians, with Developer, Homeowners Association (HOA), or county approval, as necessary for purposes of security watch or neighborhood patrol along with Association meeting notices.

15. **BUILDING LOCATION:** No building on any corner lot shall be located nearer than twenty-five (25) feet to the lot line fronting any street as shown on the record plat. No building shall be located on any other lot nearer than thirty (30) feet to the front lot line, without the written approval of the Architectural Committee. No building shall be located nearer than five (5) feet to an interior lot line, except that a minimum five (5) foot side yard and minimum five (5) foot rear yard shall be required for a garage or other permitted accessory building located forty (40) feet or more from the minimum building setback line, unless approved in writing by the Committee. No dwelling shall be located on any interior lot nearer than ten (10) feet to the rear lot line. A dwelling with a driveway on the side must have a minimum of twelve (12) feet to the interior lot line on the driveway side unless approved in writing by the Committee. For the purpose of this covenant, eaves, steps, open porches and chimneys shall not be considered as a part of a building; provided, however, that this shall not be construed to permit any portion of a building on a lot to encroach upon another lot. The building location must also comply with any applicable zoning ordinances and local building codes unless a special exception is obtained from the appropriate governmental agency and approved by the Committee.

16. **TYPE, SIZE OF BUILDINGS AND DURATION OF CONSTRUCTION:** No habitable building shall be erected, altered, placed or permitted to remain on any lot other than one single family dwelling, which shall be not more than two and one-half stories in height and shall have habitable area, exclusive of basements, open porches and garages, of at least ONE THOUSAND FOUR HUNDRED FIFTY (1,450) SQUARE FEET, with at least eight hundred (800) square feet on the ground floor if it is to be more than one story in height. One detached carport, garage, or other outbuilding may be erected or permitted to remain upon any lot if written approval of the Architectural Committee is first obtained.

17. **BUILDING SPECIFICATIONS:** Temporary power poles installed on lots for initial construction of dwellings may have a flood light mounted to illuminate the house. There will be no exposed concrete blocks showing on or beneath the exterior walls at building completion. Finish floors in heated and cooled living areas to be a minimum of eight (8) inches above final finish yard grade. All yard surface drainage is to be of a positive nature away from the dwelling flowing to the street or to a drainage easement as indicated on the Carrington North, Unit Three record plat. Building exteriors are to be of a finished material such as brick, stucco, painted or vinyl siding. Any chimney must be constructed of brick, stucco, masonry or faced with siding unless it is a "gas only fireplace" vent. Roofs shall have a minimum pitch of six (6) inch rise in a twelve (12) inch run. No roof penetrations, for plumbing or heating vents, fans, etc. shall be placed on the front side of the roof or side roofs facing streets. All roof penetrations to be painted to match the roof color. All exposed doors and windows must be constructed of such primed or finished material as may be approved by the

Architectural Committee. Aluminum windows and metal exterior doors are allowed. All driveway turn-ins to have a minimum of a three foot radius on both sides at the curb and be a minimum width of twelve (12) feet wide at the sidewalk for a single driveway or a minimum of sixteen (16) feet wide for a double driveway on a front entrance garage. The driveway may be concrete, asphalt or other approved material. These specifications may be amended if approved in writing by the Architectural Committee.

18. **GARAGES OR CARPORTS:** Garages and/or carports are optional and not required. If a house has no car shelter, the driveway must extend at least to the back of the house. No carport may open onto any street, except in the case of corner lots, and then only with the written approval of the Architectural Committee. Front entrance garages are acceptable with the understanding that the doors must have electric operators and remain closed unless vehicles are going in and out of the garage. Opening of front entrance garage doors for periodic cleaning or maintenance of garages or garage doors is acceptable.

19. **SIDEWALKS:** Upon the erection or the location of a building on any lot, and prior to its occupancy, "city style street sidewalks" shall be installed on such lot in accordance with the standards as set by the City of Mobile. The location, dimensions and all features of such sidewalks shall also be subject to the prior written approval of the Architectural Committee should a change from the "city standards" be proposed. Upon eighty percent (80%) of the lots in the same subdivision unit having been improved, notices may be mailed by the Developer to the remaining Owners of unimproved lots to construct "city style street sidewalks." In the event, a Lot Owner fails to construct a sidewalk after sixty (60) days notice to do so, the Developer may construct the same and shall be entitled to reimbursement for the funds so expended, together with interest thereon at the rate of twelve percent (12%) per annum, and such indebtedness shall constitute a lien and be enforceable at law in the same manner as may then be provided by statute for mortgage foreclosures.

20. **SODDED YARDS:** Immediately after the construction of the initial dwelling but prior to occupancy, the front yard, side yards and a minimum of ten (10) feet to the rear of the dwelling shall be fully grassed by the application of solid sod, and not sprigged or partially sodded.

21. **DURATION OF CONSTRUCTION:** In the event construction of any structure is commenced on any lot, then the exterior walls, to include windows, doors and exterior finish details, and the roof on such structure shall be completed within one hundred fifty (150) days of the date site preparation for footings or other foundation is begun and the failure to accomplish such shall give the Developer the option to purchase the lot or lots upon which such activity has commenced for the amount of the original purchase price paid to Developer. The option granted hereby shall expire if not exercised by the time the required construction is in fact completed.

22. **OUTBUILDINGS:** It is understood that the Architectural Committee shall give approval to one reasonably sized single story storage outbuilding to be located in the rear yard, unless circumstances indicate otherwise for the benefit of the entire subdivision. (See paragraph 15 above, which addresses possible locations and setback requirements). Any outbuilding, whether the exterior is wood, metal, vinyl, brick or stucco must not be visible from any public street or from adjacent lots. Such outbuilding, whether a playhouse, storage shed, workshop, boat or RV garage, etc., must be approved by the Committee in writing prior to placement on property per paragraphs 11 and 12 above. NOTE: "Not visible from any public street" can usually be accomplished by installing a wooden privacy fence per the Restrictions.

23. **FENCES, WALLS, HEDGES AND ORNAMENTAL STRUCTURES:** No fences, walls, hedges, ornamental structure, etc. shall be located nearer to the front property line of any lot than ten (10) feet to the rear of the front of the dwelling on such lot without the written approval of the Architectural Committee. An exception would be fences fronting the side street on corner lots. Fences fronting side streets are allowed to be built in line with the front of the dwelling but in no case may the fence be built nearer than the minimum building setback line of 25 (twenty-five) feet. No fence, wall, hedge or ornamental structure, other than which is an integral part of the dwelling itself, shall be constructed upon any portion of any lot without the prior written approval of the Committee. A drawing, showing the proposed fence location, must be approved by the Committee prior to installation. The Committee suggests drawing the location of the proposed fence, gates, etc. on an existing "final" mortgage survey, which accurately shows the house footprint, property boundary lines, driveway, walks, etc. and dimensions along with the minimum building setback lines. Wooden privacy fences facing any public street must be built with the "good side" facing the street or made of black ornamental aluminum with the design approved by the Committee. Additionally, a brick or stucco wall/fence matching the dwelling may be approved by the Committee. Fences abutting a common area drainage way must have a three foot walk gate for access but may remain locked. No painting or staining of any fences is allowed without prior written approval by the Committee.

24. **SWIMMING POOLS:** Individual private swimming pools are allowed. The size, shape and location of swimming pools, hot tubs, lap pools, etc. must be approved by the Committee and meet local building codes. However, all swimming pools and/or hot tubs, spas, etc. must be enclosed with a privacy fence for safety reasons. Inflatable "bubble" covers and above ground pools are not permitted unless approved by the Committee.

25. **TENNIS, RACQUETBALL, AND BASKETBALL COURTS:** Individual tennis and/or racquetball courts are not permitted. Permanent basketball goals are allowed in back yards only. Portable basketball goals on wheels may be located anywhere on the Lot Owners' property during daylight hours but must be concealed when not in use. Under no circumstances will a portable basketball goal be permitted on Subdivision streets. If persistent bouncing of balls after daylight hours persists and is considered a nuisance by an adjoining neighbor, then this act will be considered a violation of paragraph 31 below.

26. **TRAILERS, BOATS, COMMERCIAL VEHICLES, ETC.:** No trailer, mobile home, basement, tent, shack, garage, barn, or other outbuilding erected on any lot shall at any time be used as a residence, temporarily or permanently, nor shall any structures of a temporary character be used as a residence. House trailers, mobile homes, motor homes, commercial vehicles, campers, horse trailers, boat trailers, utility trailers, unmaintained cars, trucks or any similar items may be kept on the premises only if kept either within a fully enclosed garage or under a carport not visible from any public street. No boat more than twenty-five (25) feet in total length, inclusive of engines, may be kept on the premises and all smaller boats must be kept on trailers in the rear yard not visible from any public street, or kept within a garage or carport. NOTE: "Not visible from any public street" can usually be accomplished by installing a wooden privacy fence per the Restrictions.

27. **REMEDIES FOR VEHICLE or RECREATIONAL EQUIPMENT VIOLATIONS:** Any such vehicle or recreational equipment parked in violation of these or other regulations contained herein or in the rules and regulations now or hereafter adopted by the Developer or Homeowners Association may be towed by the Association or the Developer if it

remains in violation for a period of forty-eight hours. The Lot Owner shall be responsible for all charges related to towing and storing the vehicle(s) in addition to reasonable collection costs, including attorney's fees. The Association or the Developer shall not be liable to the owner of such vehicle or recreational equipment for trespass, conversion or otherwise, nor guilty of any criminal act by reason of such towing, and neither its removal or failure of the owner to receive any notice of said violation shall be grounds for relief of any kind. Additionally, notices and/or fines may be levied if necessary according to paragraphs 33 and 34 below.

28. **PARKING:** Each Lot Owner shall provide sufficient space, off Subdivision roadways, for the parking of approved vehicles for the use by the family of the Lot Owner and the use of the Lot Owner's guests in accordance with reasonable standards established by the Developer, Committee or Association. No parking will be allowed on the grass in the front yards of completed houses nor will parking be permitted on the grass on the City street right-of-way between the curb and sidewalk. Parking on the paved portion of any roadway within the Subdivisions is prohibited except in cases of short term parking for moving vans, repair trucks, and special social events for guests. Construction vehicles may park on the cleared Lot or on the street right-of-ways; however, care must be taken to prevent leaking oil and/or grease from dripping on asphalt. ADEM considers this a violation and fines may be imposed. This may result in a One Hundred Dollar (\$100.00) fine per occurrence, without notice.

29. **MAILBOXES:** The type, style and color of mailbox posts and mailboxes including lettering and/or numbering is restricted to insure uniformity and visual aesthetics. No mailboxes may be erected or maintained on the lots in Carrington North, Unit Three except mailboxes approved by the Architectural Committee. The actual cost of providing, erecting and maintaining a mailbox shall be paid by the Lot Owner. The Committee reserves the right to designate the location of all mailboxes.

30. **ANTENNAS, SATELLITE DISHES, ETC.:** Television antennas, satellite dishes, radio receivers, etc. are acceptable provided they are substantially obscured from view or concealed behind a privacy fence or hedge such that the device will not be visible from a public street or from adjacent lots, unless approved in writing by the Architectural Committee. Under no circumstances may an antenna, satellite receiver or dish be mounted in the front yard or on the front elevation of a house roof or wall facing a street. Nor shall radio, television signals, nor any other form of electromagnetic radiation be permitted to originate from any building, Dwelling Unit, or Lot which may unreasonably interfere with the reception of television or radio signals by any other Lot Owner or tenant.

31. **OFFENSIVE ACTIVITIES, ETC.:** No trade or business activity of any kind shall be carried on upon any lot, nor shall any noxious or offensive activity be done thereon which shall be or become an annoyance or nuisance to the neighborhood. No structure, including fences, shall be erected so as to channel water onto an adjacent lot. No outside clotheslines shall be permitted in the subdivision unless screened in such manner as not to be visible from adjacent lots or streets. Exterior lighting or other illumination devices located anywhere on the structures or grounds of any Lot that is located, directed, or of such intensity as to affect adversely the enjoyment of any adjacent Lot Owner(s) is considered an offensive activity that violate this section. Discharging fireworks, firearms, playing loud music or bouncing basketballs after dark that adversely affects the quiet enjoyment of any adjacent Lot Owner is also considered an offensive activity and a violation. The Developer, Committee, or Homeowner's Association shall have the express right, in their sole discretion, to issue fines for violations per paragraph 34 below and have the right to publish

additional rules from time to time to prohibit, regulate or otherwise deal with activities that violate this section.

32. **UNSIGHTLY CONDITIONS:** It shall be the responsibility of each Lot Owner and tenant thereof to prevent the accumulation of litter, trash, boxes, packing crates and rubbish, or the development of any unclean, unsightly, or unkempt condition of buildings or grounds on their Lot either before, during or after construction. Each Owner must provide or require an on-site dumpster or other approved container for trash and litter during construction. Household garbage must be stored in an approved container with lid, not visible from the street.

33. **NEATNESS, ETC.:** All lots, whether occupied or unoccupied, and any improvements placed thereon, shall at all times be maintained in a neat and attractive condition and in such a manner as to prevent their becoming unsightly by reason of unattractive growth on such lot or the accumulation of rubbish or debris thereon. In order to implement effective control of this, Developer reserves for itself, its agents and the Architectural Committee the right, after ten (10) days notice to any Lot Owner, to enter upon any residential lot with such equipment and devices as may be necessary for the purpose of mowing, removing, clearing, or cutting underbrush, weeds or other unsightly growth and trash which in the opinion of Developer or the Architectural Committee detracts from the overall beauty or safety of the Subdivision. Such entrance upon such property for such purposes shall be only between the hours of 7:00 A.M. and 6:00 P.M. and shall not be a trespass. Developer or the Architectural Committee may charge the Lot Owner a reasonable cost for such services together with interest at 12%, which charge shall constitute a lien upon such lot enforceable by appropriate proceedings at law in the same manner as may then be provided by statute for mortgage foreclosures, or in equity. The provisions of this paragraph shall not be construed as an obligation on the part of Developer or the Architectural Committee to mow, clear, cut or prune any lot nor to provide garbage or trash removal services.

34. **ENFORCEMENT:** If any person or persons shall violate or attempt to violate any of the restrictions contained herein, it shall be lawful for the Developer or any member of the Architectural Committee or any party owning any real property situated in said subdivision to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such restriction either to prevent him or them from so doing or to recover damages for such violation. If a Lot Owner is found to be in violation of these restrictive covenants, the Developer or a majority of either the Committee, the Association or Board of Directors of the Association may issue written notices and/or monetary fines up to One Hundred Dollars (\$100.00) per violation and the violator shall be liable for all attorney fees and expenses of the Developer, and/or the Association or the Board of Directors for the payment of which a lien shall attach to the lot or lots owned by such violator. Failure by the Developer, the Association or any Member of the Committee or the Board of Directors to enforce any covenant or restriction herein contained for any period of time shall in no event be deemed a waiver or estoppel of the right of any of the foregoing to enforce it thereafter.

35. **ANIMALS:** Only three (3) dogs, cats, hooved animals or other domesticated animals may be kept by each Lot Owner, provided they are not kept, bred or maintained for any commercial purpose or use and are not a nuisance, annoyance or danger to the neighborhood. No other animal or fowl shall be kept or maintained on any part of said property. Homeowners with more than three (3) pets must have special Association written approval.

36. **GARBAGE DISPOSAL CONTAINERS AND EQUIPMENT:** No lot shall be used as a dumping ground for rubbish, and all debris and trash from clearing or construction must be removed in a timely manner. Neither burying of excess or unused construction materials nor non-permitted burning of same is allowed. No trash, garbage or other waste shall be kept except in sanitary containers not visible from the street. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

37. **MINING OPERATIONS:** No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon the surface of any lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or within 500 feet beneath the surface of any lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained, or permitted upon any lot.

38. **EASEMENTS:** All easements shown on the recorded plat of the subdivision are hereby adopted as a part of these Restrictions and all lots in the subdivision shall be subject to such easements. The undersigned Developer of the subdivision reserves unto itself and its successors and assigns the right and easement, but not the obligation, to construct, install, maintain, repair and replace power, gas, sewer, telephone, and other utility lines, equipment and facilities and drainage ditches, in, on, over and under the streets and roads and easements shown on the recorded plat of the subdivision, and to construct, install, operate, maintain, repair and replace lights, walls, fences, shrubbery, bushes and trees and other decorative or screening improvements in, on, over and under the property included within the areas designated as fences, drainage and/or utility easements, if any, with full right of ingress and egress to and from said streets and roads and easements across adjoining property; and the undersigned reserves unto itself and its successors and assigns the right to contract generally with others for the doing of any and all such things and the right to grant unto others such easements, rights and privileges as the undersigned may deem appropriate or convenient in connection therewith.

39. Each lot is expressly made subject to the servitude of an easement for the installation and maintenance of underground wires and cables to provide electric service to the improvements of each lot. The installation of the individual electric underground service shall be pursuant to Alabama Power Company's rules and regulations on file with the Alabama Public Service Commission relating to underground electric service in subdivisions, which are incorporated herein by reference. The agents, servants and employees of Alabama Power Company shall be afforded reasonable access to such underground installations for the purpose of maintenance and repair. No lot shall be served with overhead electric service, and no Lot Owner may erect power poles for such purpose, provided, however, that nothing herein shall be construed to prohibit overhead street lighting or ornamental yard lighting where serviced by underground wires and cables.

40. Each Lot Owner is notified herewith that (a) there shall be no plants, shrubs, fences, walls, or other obstructions in front of or within three (3) feet of the sides or rear of any pad-mounted equipment that will obstruct the operation or replacement of the equipment and that Alabama Power Company shall not be liable for any damages or destruction of any shrubs, trees, flowers, grass or other plants caused by the Company's equipment or employees or the equipment or employees of any contractor or subcontractor in the construction, operation, maintenance or removal of the Company's facilities; (b) to obtain the meter location from the Company prior to the beginning of the installation of the service entrance facilities and associated internal wiring; (c) of their responsibility for installing the Company provided meter socket to Company specifications and

providing and installing 2", for 200 amp, or 3", for 400 amp, schedule 40 PVC or equivalent galvanized conduit from the meter socket to two (2) feet below finished grade.

41. **AMENDMENT BY DEVELOPER:** The Developer herein expressly reserves unto itself the sole and unilateral right to amend, modify, change, cancel or annul these covenants, limitations and restrictions in whole or in part, at any time during the pendency or term of the same as they now exist, or as they may be hereinafter amended, modified, changed, canceled or annulled in accordance with the foregoing reservation of authority. Such action on the part of the Developer is to be evidenced by an instrument executed by a duly authorized officer, member or partner of Developer and recorded in the Office of the Judge of Probate, Mobile County, Alabama.

42. It is expressly reserved and stipulated herein that such action as may be taken by the Developer in accordance with the foregoing authority and power, may result in any, all or part of any covenant, restriction or limitation as existing or as may be amended or changed, being either more or less restrictive or burdensome than the foregoing covenants, restrictions or limitations contained herein.

43. No action on the part of the Developer taken in accord with the foregoing reserved authority shall place an additional restriction or limitation on a specific lot previously conveyed by the Developer, unless the then Lot Owner of the same shall join in the instrument, affecting the same, or shall execute such other instrument as will properly evidence his consent. It is further stipulated and reserved herein that the Developer may at any time waive any, all or part of the covenants, restrictions or limitations as set forth herein.

44. The Developer declares that upon the completion of Carrington North Unit Three, and the sale of all lots therein, or at such earlier time as it may consider practicable, it will designate the Carrington North Homeowners Association, Inc., as its successor in authority with respect to all rights herein granted or reserved to it or to the Architectural Committee.

45. **TERM:** The herein stated restrictions shall run with the land and shall be binding on all Lot Owners, or upon all parties and persons claiming rights under or through them, each of whom shall, by virtue of his acceptance or acquisition of title or other interest, accept and agree to be bound by and to abide by all terms and provisions of this instrument, all of which shall be and remain in full force and effect until January 1, 2012, after which time said restrictions shall automatically be extended for successive periods of ten years unless an instrument signed by a majority of the then Owners of the lots has been recorded, agreeing to change said covenants in whole or part.

46. No lot shall be conveyed, devised, or leased or demised at any time hereafter, except subject to the covenants, terms, conditions, restrictions, and limitations herein contained, and the obligation to observe and perform the same; and whether or not it be so expressed in the deed or other instrument of conveyance of the property, the same shall be absolutely subject to the covenants, terms, conditions, restrictions and limitations herein contained, which shall run with and be appurtenant to the land and every part thereof, as fully as if expressly contained in proper and obligatory covenants or conditions, in each and every contract concerning, or conveyance of, any lot, any part of the subdivision or any improvements therein situate.

47. **LIABILITY:** Neither the Developer nor the Architectural Committee, its employees, agents, or assigns, shall be liable to any Lot Owner(s) in the subdivision for (a) the manner in which it exercises or for its failure or refusal to exercise any right or authority herein granted to it, whether discretionary or not; (b) the failure or refusal of any Lot Owner to comply with any of the provisions hereof; or (c) the failure or refusal of the Developer or the Committee, to enforce any of the provisions hereof against any Lot Owner, his Builder, agent or assigns.

48. **VIOLATIONS:** Any violation of these covenants shall not act as a cloud upon the title of the property concerned unless a fine is issued and becomes a lien perfected in court and recorded in the Mobile County Judge of Probate. Title shall not be forfeited merely as a result of a violation, refusal of any Lot Owners to comply with any of the provisions hereof, or the failure or refusal of the Developer to enforce any of the provisions hereof against any Lot Owner

49. If the parties hereto, or any of them, or any of their heirs, executors, administrators or assigns, or any such future Owner or Owners of any lot or lots within the existing property or any of their heirs, executors, administrators or assigns, shall violate or attempt to violate any of the covenants, terms, conditions, restrictions and/or limitations herein contained, it shall then be lawful for the Developer, and/or any person or persons owning any real property situated in said Subdivision to prosecute any proceedings at law or in equity against the person or persons violating from so doing, or to recover damages for such violations or attempted violations. Neither the Developer, or its employees, agents or assigns, or any of its partners or their representative, heirs personal representatives, successors and assigns (jointly referred to as Developer) shall be liable to any Lot Owner or Lot Owners in this or future units for the (a) manner in which the Developer exercises, or for its failure or refusal to exercise, any right of authority herein granted to the Developer whether discretionary or not; (b) for the failure or refusal of any Lot Owners to comply with any of the provisions hereof; or (c) the failure or refusal of the Developer to enforce any of the provisions hereof against any Lot Owner.

HOMEOWNERS ASSOCIATION

50. A Homeowners Association known as Carrington North Homeowners Association, Inc. has been formed, (hereinafter "Association") which will hold title to and shall be responsible for and maintain the common areas, entrance walls if any, cul-de-sac islands and all common easements and areas including all detention ponds and/or storm water detention systems and drainage systems or ditches constructed in the first, second, third and in future units of this subdivision developed by L.G.L., L.L.C. or its successors, assignee or transferee. The Association shall, among other things, maintain, service and repair these facilities.

51. The Association shall be responsible for maintaining all streets in the subdivision and all utilities serving the subdivision to the extent that the same are not maintained by the county or a unit of local government in which the subdivision is located or, in the case of utilities, by the public utility company or cooperative furnishing such utilities, including, without limitation, all utility trench maintenance, including settling and washouts, and the street lights and supporting structures.

52. **AMENDMENT BY HOMEOWNERS ASSOCIATION (Association):** After the expiration of the right of the Developer to unilaterally amend this Declaration, as provided in

paragraphs 41 through 44 above, amendments to this Declaration may be proposed by either the Board of Directors of the Association acting upon a vote of the majority of the Directors, or by an affirmative vote of Members of the Association entitled to vote not less than a majority (60%) of the votes entitled to be cast by all Members, regardless of class, as provided in the Declaration, the Association's Articles and By-Laws, whether meeting as members or by instrument in writing signed by them.

53. Upon any amendment or amendments to this Declaration being proposed by the Board of Directors or Members, such proposed amendment or amendments shall be transmitted to the President of the Association, or in the absence of the President, such other officer of the Association, who shall thereupon call a special meeting of the members of the Association for a date not sooner than twenty days, nor later than sixty days, from receipt by such officer of the proposed amendment or amendments, and it shall be the duty of the Secretary of the Association to give each Member written or printed notice of such special meeting, stating the time and place thereof, and reciting the proposed amendment or amendments in reasonably detailed form, which notice shall be mailed not less than ten days or more than fifty days before the date set for such special meeting.

54. Such notice shall be given to any Institutional Mortgagee of record who requests such notices and provides an address therefor to the Association. If mailed, such notice shall be deemed to be properly given when deposited in the United States mail, addressed to the Member at the Member's mailing address as it appears on the records of the Association, the postage thereon being prepaid.

55. Any member may, by written waiver of notice signed by such Member, waive such notice, and such waiver, when filed in the records of the Association, whether before or after the holding of the meeting, shall be deemed equivalent to the waiving of such notice to such Member.

56. At such special meeting, the amendment or amendments proposed must be approved by the affirmative vote of Members of the Association entitled to vote not less than three-fifths of the total number of votes which may be voted by all of the Members, regardless of class, present or represented by proxy at a meeting called for such purposes, a quorum (51%) being present.

57. Thereupon, such amendment or amendments to the Declaration shall be transcribed and certified by the President and Secretary of the Association as having been duly adopted and the original or executed copy of such amendment or amendments so certified and executed with the same formalities as a deed shall be recorded in the office of the Judge of Probate of Mobile County, Alabama, within twenty days from the date on which the same became effective, such amendment or amendments to specifically refer to the recording identifying the Declaration.

58. Thereafter, a copy of said amendment or amendments, in the form in which the same were placed of record, shall be delivered to all the Lot Owners, but mailing or delivering a copy thereof shall not be a condition precedent to the effectiveness of such amendment or amendments.

59. The written vote of any member of the Association shall be recognized if such member is not in attendance at such meeting or represented thereat by proxy, provided such written vote is delivered to the Secretary of the Association at or prior to such meeting.

60. Each Owner or future Owner of any Lot in Carrington North, Unit Three by the acceptance of a deed subject to these restrictions, does herewith concur, consent and agree that the Developer's compliance with such subdivision requirements constitutes the exercise of reasonable care.

61. A subdivision developed in the future shall be deemed a unit of Carrington North if its name designates it to be such, and/or it is developed pursuant to a common plan, by or with the approval of the Developer, and all Lot Owners thereof shall be members of the Association. The Owners of lots in each unit of Carrington North shall be entitled to the benefits or the common areas and facilities in all such units. Each Owner of any lot shall, by acceptance of the deed thereto, automatically shall become a member of the Association and thereby subject to its rules and regulations.

62. Each year the Association shall estimate the cost of the maintenance and operation of the drainage facility, entrance, decorative fencing or walls and common areas together with such other expenses as it deems necessary for current operations. Such estimate shall be deemed the Annual General Assessment.

63. From time to time, the Association may determine the cost of necessary capital improvements, major repairs, and necessary expenses not provided for in the Annual General Assessment. Such costs shall be deemed a Special Assessment.

64. Each Lot Owner of the said subdivision whether improved (with a house) or unimproved (vacant lot) shall be assessed its pro rata share of the Annual General Assessment and any Special Assessment. The Developer shall be liable for its prorata share of any assessment hereunder as long as the Developer is an Owner of any lot herein. The Owners of unimproved lots shall be assessed at the rate of one-sixth ($1/6^{\text{th}}$) of the assessment as to an improved lot.

65. By a vote of two-thirds ($2/3^{\text{rds}}$) of the Directors, the Board of Directors of the Association shall fix the annual lot assessment, for the forthcoming calendar year on or before the fifteenth of September. The annual assessment must be in an amount sufficient to enable the Association to meet its obligations and to maintain the common areas and facilities as provided above. The annual assessment, for the forthcoming calendar year shall become due and payable on, and shall constitute a lien as of, the first day of October of each year. The assessment shall be in default if not paid by the thirty-first day of December.

66. The lien for unpaid assessments shall be effective from and after the time of recording in the Records of the Office of the Judge of Probate, Mobile County, Alabama, a claim of lien stating the lot number, the name of the record Owner, the amount due and the date when due. Such claim of lien shall include only sums that are due and payable when the claim of lien is recorded and shall be signed and verified by an officer or agent of the Association.

67. Upon full payment of all sums secured by the lien, the party making payment shall be entitled to a recordable satisfaction of lien. All such liens shall be subordinate to any lien for taxes, the lien of any mortgage of record and any other lien recorded prior to the time of recording of the claim of lien filed by the Association.

68. Upon any voluntary conveyance of a lot, the grantor and grantee of such lot shall be jointly and severally liable to the Association for all unpaid assessments and/or costs which have been incurred and which are not then but subsequently become, in whole or in part an assessment accruing up to the date of such conveyance, without prejudice to the right of the grantee to recover from the grantor any such amounts.

69. Any Lot Owner, prospective purchaser of a lot, or holder of a mortgage or other lien on any lot may, at any time, obtain from the Association a certificate showing the amount of unpaid assessments pertaining to such lot. The Association shall provide such certificate within ten (10) days after request therefore. Any person, other than the Lot Owner at the time of issuance of any such certificate, may rely upon such certificate, and his liability for unpaid assessments shall be limited to the amounts set forth in such certificate.

70. Any entity, its successors and assigns, obtaining title to a lot as a result of foreclosure of a first mortgage or vendor's lien shall not be fully liable for assessments which became due prior to the foreclosure. Such unpaid share of assessments shall be deemed an expense of the Association to be collected as part of a future Special Assessment from all the remaining Lot Owners, including such acquirer, his successors or assigns.

71. An unpaid assessment shall constitute a personal liability of a Lot Owner or Lot Owners. The lien for an unpaid assessment shall not survive a sale or defeasance of the property, i.e. shall not be effective as either a liability or lien against a purchaser or mortgagee, unless and except a notice of lien has been filed in the records of the Judge of Probate, Mobile County, Alabama, prior to defeasance or sale.

72. And all such assessments, together with interest thereon and the costs of collection thereof, including a reasonable attorney fee as hereinafter provided, shall be a charge and lien on each lot and shall be a continuing lien on the lot against which each such assessment is made. Each such assessment, together with interest thereon and the costs of collection thereof, including a reasonable attorney fee, shall, as hereinafter provided, be the personal obligation of the Lot Owner of such property at the time that such assessment became due.

73. The Association may bring an action at law against the Lot Owner personally or may foreclose the lien created by the terms of this document in accordance with the statutory provisions of the laws of the State of Alabama then in effect for the foreclosure of mortgages. Proceeding against the Lot Owner personally shall not be deemed a waiver of the right to foreclose the lien. No Lot Owner may escape liability for assessments provided for herein by the abandonment or transfer of such Owner's lot.

74. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at twelve percent (12%) per annum, or such different percentage rate as may be established by resolution of the Board of Directors, with notice of such change to be given to each Lot Owner in a manner to be designated by said Board, provided, however, that such interest rate may not exceed the maximum annual interest rate allowed by the laws of the State of Alabama at the time that such assessment becomes due, and shall be uniformly applied to all Lot Owners. The Association may bring an action at law against the Lot Owner or Lot Owners for the enforcement of the lien against the property by the terms of this document, in accordance with the statutory provisions of the laws of the State of Alabama then in effect for the foreclosure of mortgages. A money judgment for unpaid assessments may be taken without waiving the lien securing the same.

75. The captions preceding the various paragraphs and subparagraphs of these Restrictions are for the convenience of reference only, and none of them shall be used as an aid to the construction of any provision of the Restrictions.

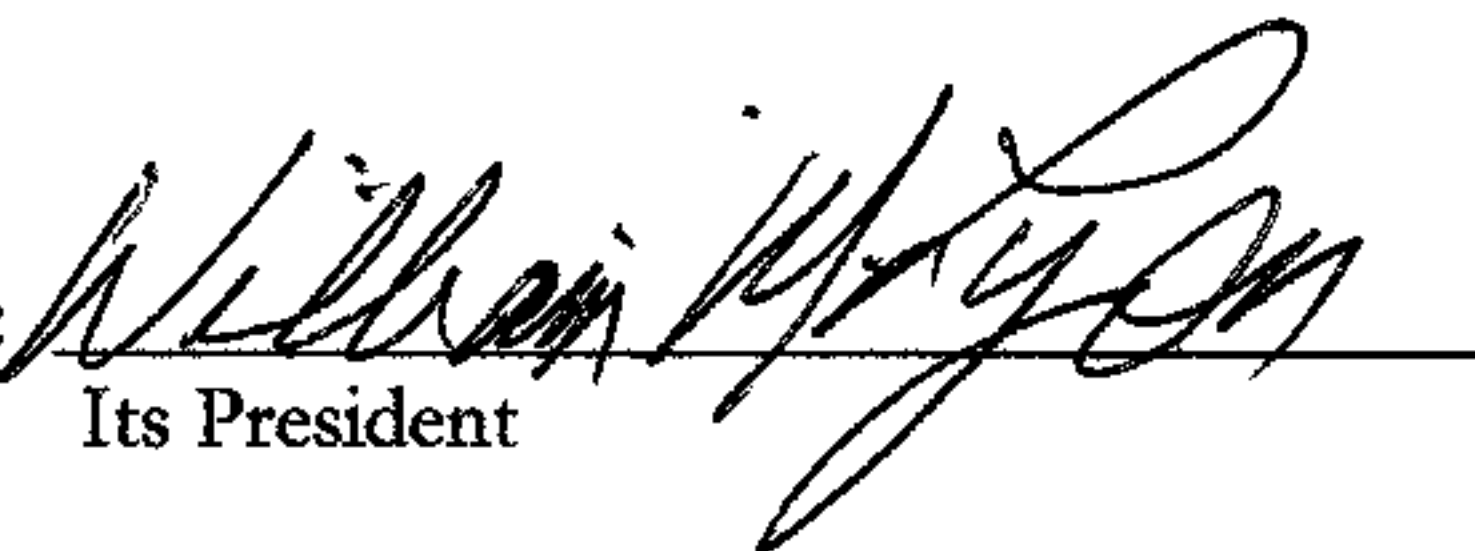
76. Wherever and whenever applicable, the singular form of any word shall be taken to mean or apply to the plural, and the masculine form shall be taken to mean or apply to the feminine or neuter.

77. **NOTIFICATIONS:** This DECLARATION OF RESTRICTIONS AND COVENANTS, commonly known as the Restrictions, along with any amendments are recorded in the Office of the Judge of Probate for Mobile County and thereby constructive notice or public notice is given to all. Common courtesy dictates that a copy of the Restrictions should be given at or before closing to each new purchaser by the previous Lot Owner. The Lot Owner/landlord, or their real estate agent if applicable, should give tenants a copy, since the Lot Owner is ultimately liable to the Association for their tenants. However, being that this document is a public record, no actual notification of the Restrictions to the new Lot Owner is required for title to change hands. NOTE: Anyone can obtain a copy from the Judge of Probate. General notifications can be mailed to the Developer, the Architectural Committee, or the Homeowner's Association at P.O. Box 9368, Mobile, AL 36609. Legal notifications are to be sent by certified mail, return receipt requested. All building plans for Dwellings, additions, outbuildings, fences, swimming pools or other property improvements must be mailed to this address for approval prior to construction. Should the Developer, Committee or Association change addresses, then a written amendment will be recorded at the courthouse. Each Lot Owner will be notified in writing and a new mailing address will be recorded at the courthouse at the time the Association is turned over to the residents. It is the responsibility of each new Homeowner to forward their name, address and phone number to the Association at the address above for future communications.

IN WITNESS WHEREOF, L.G.L., L.L.C. has caused this instrument to be executed in its name and on its behalf by its general partner Better Houses, Inc., by and through its officer thereunto duly authorized, with its corporate seal hereunto affixed on the date set out in the acknowledgment below.

L.G.L., L.L.C.

By: BETTER HOUSES, INC.
Its Managing Member

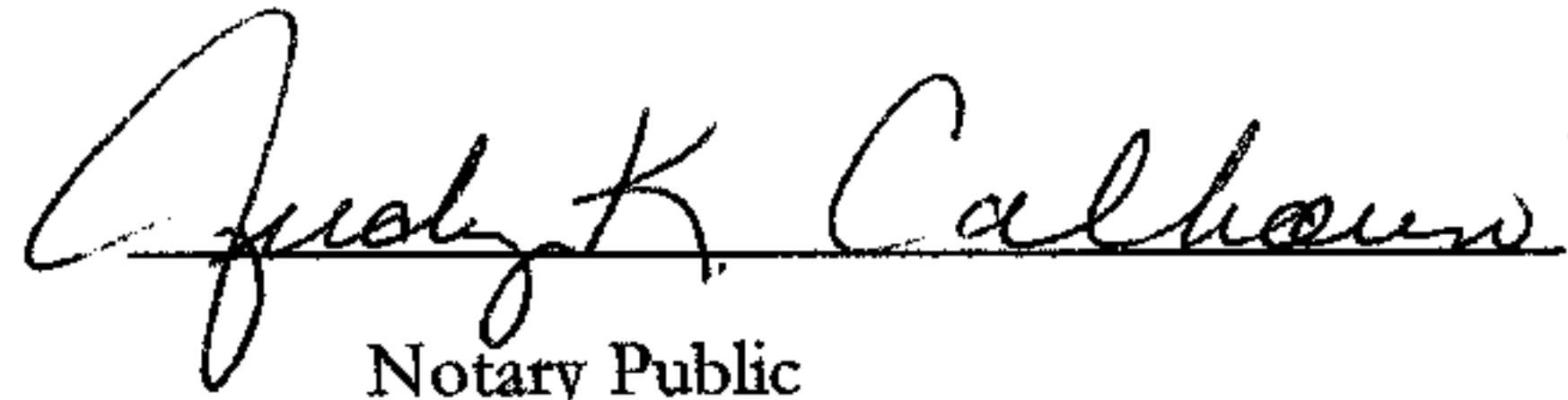
By: 
Its President

STATE OF ALABAMA

COUNTY OF MOBILE

I, the undersigned notary public in and for said state and county, hereby certify that William M. Lyon as President of Better Houses, Inc., managing member of L.G.L, L.L.C., whose name 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 said instrument, he executed the same voluntarily on the day the same bears date.

Given under my hand and notarial seal o this the 17th day of October, 2001.


Notary Public

My commission expires 3-2-2002

THIS INSTRUMENT PREPARED BY:

William M. Lyon, Jr.

MCFADDEN, LYON & ROUSE, L.L.C.

718 Downtowner Blvd

Mobile, Alabama 36609

Telephone: 334/342-9172

Fax: 334/342-9457

e-mail: wlyon@mirlawyers.com

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

Wed, Oct-24-2001 @ 2:53:44PM

RECORDING FEE	43.50
S. R. FEE	2.00
TOTAL AMOUNT	\$45.50

2001078389
Don Davis, Judge of Probate