

PROVISIONS of BARRINGTON

1. The purpose of the following covenants, conditions, and restrictions is to create an atmosphere of peace, harmony and tranquility among the owners and neighbors of **BARRINGTON**. Additionally, by adhering to the covenants, conditions and restrictions, property values should be maintained and ultimately the quality of life of the residents of **BARRINGTON**. To assure sensible and orderly development, a team of builders, engineers, and landscape architects have joined together to create **BARRINGTON**, which is developed by Robert Eaton and he shall be known herein as Eaton.

An **Architectural Control Committee (A.C.C.)** was formed to promote harmony of architectural design and to enhance the beauty of **BARRINGTON**. All proposed building plans, livable and storage, additions, pools and fences shall be approved by the A.C.C. before construction commences. The A.C.C. shall have the authority to clarify these provisions.

To ensure the compliance of these covenants and conditions, any owner of property in **BARRINGTON** will be legally entitled to enforce this document.

2. **BARRINGTON** is a planned residential development in the City of Muscle Shoals, Alabama. The covenants and restrictions of this instrument shall run with the land and shall inure to the benefit of the owner of any lot subject to this instrument, their respective legal representatives, heirs, successors, and assigns, for a term of twenty (20) years from the date this instrument is recorded. These provisions shall automatically extend for successive periods of twenty (20) years unless an instrument in writing signed by a majority of two-thirds (2/3) of the owners terminating or modifying these provisions has been recorded within the year preceding the commencement of each successive twenty year period.

3. **AMENDMENT**: This declaration may be amended by the affirmative vote or written consent, or any combination thereof, of voting members representing Fifty-five percent (55%) of the total votes of the **BARRINGTON** property owners. The percentage of votes necessary to amend a specific clause shall not be less than the prescribed percentage of affirmative votes required for action to be taken under that clause. Any amendment to this instrument must be recorded in the Probate Office of Colbert County, Alabama.

If any owner consents to an amendment to this instrument, it will be conclusively presumed that such owner has the authority to so consent, and no contrary provision in any mortgage or contract between the owner and a third party will affect the validity of such amendment. It is, however, understood that any amendment must be signed by all parties in interest which includes any mortgage holders on subject property.

No amendment may remove, revoke or modify any right or privilege of Eaton without the written consent of Eaton or his assignee.

4. **EASEMENTS FOR UTILITIES**: Blanket easements are reserved upon, across, over and under all of the common areas unto Eaton and his designees, the City of Muscle Shoals, Alabama, and any utility department in the City of Muscle Shoals, Alabama, and, to the extent shown on any plat, over the property for ingress, egress, installation, replacing, repairing, and maintaining cable television systems, security, and similar systems, and all utilities, including but not limited to, water, irrigation, water supply systems, sewers, meter boxes, telephone, gas and electricity.

5. **SEVERABILITY**: If any of the covenants, conditions, or restrictions shall be found to be unenforceable by judgment or court order, this shall in no way affect any other provision hereunder which shall remain in full force and effect.

6. **BARRINGTON** shall be restricted for the exclusive use of the owners of any lot in **BARRINGTON** and their guests.

7. USE OF THE WORDS "BARRINGTON": No one shall use the words **BARRINGTON** or any derivative thereof in any printed or promotional material without prior written consent of Eaton; however, owners may use the term **BARRINGTON** in printed or promotional material where such term is used solely to specify that particular property is located within **BARRINGTON**.

8. ARCHITECTURAL CONTROL COMMITTEE: The A.C.C. shall consist of Eaton. Said committee shall have full authority to approve all building plans, remodeling, site location, including front elevation, setbacks as shown on the recorded plat, variances, drive entrance locations, fences, pools, landscaping and any out-buildings. Plans shall be submitted to the committee for approval and in the event that the committee does not provide review within twenty-one days, the plans will automatically be deemed approved. Eaton shall have the option at any time to resign from the A.C.C. and shall appoint as the A.C.C. two owners of lots of this subdivision which shall have the same authority as the original committee. Subsequent members shall be elected by the majority of property owners in **BARRINGTON**. Voting can be done by letter or email.

9. ENFORCEMENT: If any of the parties hereto or any lot owner or his heirs and assigns violate any of the covenants, conditions, restrictions or limitations contained herein before they expire, Eaton or any other person or entity owning property in said subdivision may proceed at law or in equity to prevent such violation or recover damages due to such violation. All legal fees, including attorney's fees, shall be paid by the person in violation. Owner agrees by acceptance of this conveyance to abide by all covenants, conditions, restrictions or limitations pertaining to **BARRINGTON**.

10. OBSERVANCE: Failure or neglect on the part of Eaton, or any other owner to demand the observance of any provision, requirement, covenant, limitation, restriction or condition herein contained shall not be deemed waiver of such violation. A violation may be addressed at any time.

11. BOUNDARY: No lot may be subdivided or its boundary lines changed. Eaton expressly reserves unto himself the right to re-plat any property which he owns prior to conveyance. Any such division, boundary line change, or re-platting shall not be in violation of the applicable subdivision and zoning regulations.

BARRINGTON ARCHITECTURAL SPECIFICATIONS

1. **BUILDING DESIGN:** It is intended that a basic harmony of architecture, consistent with the purpose of this article, will prevail among the buildings so that no building will detract from the attractiveness of the overall environment.

Colors, materials, finishes, and building forms should be sensitively integrated with the particular landscape and topographical character of each site.

The site dimensions must be adequate to accommodate the proposed improvements, including the house, out buildings, pool, parking, drives, and screening.

Finished grades and elevations must be compatible with the neighboring sites, particularly with regard to drainage and view.

Within the scope of the approved design styles, each residence shall be well designed with respect to the following criteria:

- A. All parking lots, driveways, and walks shall be surfaced with exposed aggregate concrete or other approved material. Curbs are to be cut to abut driveways.
- B. Exterior: Homes shall be constructed with at least 75% masonry on the exterior. Other major exterior material choices will have to be approved by the A.C.C. Exposed concrete blocks, metal panels, simulated brick, simulated stone, or vinyl siding will not be allowed as a major material. Wood, brick, stone or hardiboard would be preferred over using vinyl siding on gables.
- C. Landscaping: All homes are to be landscaped as soon as possible after construction. All yards are to be completely sodded as a minimum. Shrubs, trees and flower beds should be designed to enhance the beauty of the home. Each owner shall not detract or encroach on other property owners. Yard décor, consisting of anything other than live plants shall not be installed on this property without approval from the A.C.C.. Yard décor will be discouraged.
- D. Roofing: Roofing material will be a minimum of a Dimensional 4 or thicker architectural type shingles. No 3-tab asphalt roofing products. Metal roofs or other material are allowed for accent **only**, and no more than fifteen (15) percent of the roof shall be different. **Roof colors** will be selected to blend with adjoining properties. Complete guttering, including downspouts, will be installed on all houses. The proportions of roofs will be consistent with the proposed architectural style. Flat roofs are not permitted. The main roof of the dwelling will have a pitch of not less than eight (8) to twelve (12) unless approved in writing by the A.C.C.. Heating/air conditioning and plumbing vents and all other roof-mounted objects will not penetrate the roof on the roadside of the building unless determined to be absolutely necessary by the A.C.C.
- E. Once commenced, construction will be diligently pursued to the end and it may not be left in a partly finished condition any longer than reasonably necessary.

2. **SQUARE FOOTAGE:** Each residence will have a minimum heated living area of at least 3000 sq. ft. on a one story home. 2 story homes and homes with a bonus room must have a minimum heated living area of at least 3500 sq. ft. with at least 2700 sf on the first floor. Minimum square footage refers to finished heated living space. Minimum square footage excludes garages, porches and storage areas.

3. **GARAGES:** Each residence must have a fully enclosed garage with storage for a minimum of three full size automobiles. Garages may be detached as well as attached, or a combination. The interior walls of all garages must be finished (taped, mudded, bedded and painted) like other rooms in the dwelling. No garage shall be enclosed for living purposes or used for purposes other than storage of automobiles and related normal use without being replaced at the time of remodeling. Garage doors should be on the side of the house if possible. Houses with garage doors facing the street shall be required to utilize motorized garage door openers. Garage doors must be kept closed at all times except during ingress and egress.

4. **SETBACK LINES:** No building shall be built closer than 40 feet to the front lot line, 40 feet to the rear lot line, and 15 feet to any side lot line. Any detached outbuildings that have been approved shall be a minimum of 10 feet from the side lot line and 10 feet from the rear lot line. Lots 8,9,10 and 11 may have a front setback of 35 feet if necessary.

5. **FENCES:** No fence shall be erected on any lot within 80 feet of the curb. In no event shall fences be built along the street or in such a manner as to obstruct adjoining property owners' view. No chain link or wood fences shall be allowed. All fences will be constructed with both sides finished. The height of the fence shall not exceed seven feet. Fence material and design will be approved by the A.C.C. Brick, metal and PVC will be the material of choice. The front or road side of the fence shall be all brick with brick columns 16"-24" square.

6. **STORAGE:** Storage of boats, campers, trailers, and such shall be permitted provided they have an enclosed building large enough to be stored in. No storage of such items outside on any portion of the property shall be allowed. Visiting motorhomes or campers shall be removed within 7 days.

7. **LIGHTING:** All outdoor lighting shall be directed so as to avoid glare and excessive light spillage on adjacent property and fronting streets. Seasonal lighting (such as Christmas lights) shall be removed within 2 weeks after the holiday.

8. **SCREENING:** Trash containers, storage and maintenance facilities will either be housed in closed buildings or otherwise completely screened from public view. Such screening normally includes landscaping or permanent fences of solid materials and located as far from property lines as reasonably possible.

9. **ANIMALS AND PETS:** No animals of any kind except cats, dogs and other similar and usual household pets may be kept on any lot. Notwithstanding the foregoing, no such pet may be kept, bred or maintained for any commercial purpose. All pets must be kept confined at all times when not being held or leashed and all owners of pets shall be held strictly responsible to immediately collect and properly dispose of the waste and litter of their respective pets. Pets are not to be a nuisance to the neighborhood (barking, fighting, odor, etc.).

10. **NUISANCE AND HAZARDOUS SUBSTANCES:** No lot shall be used, in whole or in part, for the storage of any property or thing that will cause such lot to be in an unclean or untidy condition or that will be obnoxious to the eye; nor shall any hazardous substance, thing, or material be kept upon any lot that will emit foul or obnoxious odors or that will cause any noise or other condition that will or might disturb the peace, quiet, safety, comfort, or serenity of the occupants of surrounding property.

11. **UNKEMPT CONDITIONS:** It shall be the responsibility of each owner to prevent the development of any unclean, unhealthy, unsightly or unkempt condition on his or her property. The pursuit of hobbies or other activities, including specifically, but not limited to, the assembly and disassembly of motor vehicles and other mechanical devices, cabinetry and wood working which might cause noisy, disorderly, unsightly, or unkempt conditions, shall not be pursued or undertaken outside on any part of the property. Inside an enclosed garage is permissible. No commercial application of the above activities will be allowed.

12. **APPEARANCE:** Property owners will keep the outside of all structures of their lots maintained in an attractive and orderly state at all times. The landscaping shall be maintained in a neat and trim condition at all times.

13. **ANTENNAS:** No exterior antenna, aerials, large satellite dishes, or other apparatus for the transmission of television, radio or other signals of any kind shall be placed, allowed or maintained upon any portion of the property. Small dishes 18"-24" will be in the rear yard and screened from view.

14. **GUNS:** The discharge of firearms within the property is prohibited. The term "firearms" includes B-B guns, pellet guns, firearms of all types, regardless of size.

15. **POOLS:** No above-ground pools shall be erected, constructed or installed on any property. Any "in-the-ground" pool shall be fenced according to approved safety standards, taking into consideration, among other things, appropriate child's safety standards, appearance and size.

16. **TRAILERS AND TEMPORARY STRUCTURES:** No utility shed, shack, trailer or other structure of a temporary nature shall be placed upon any part of the property.

17. **DRAINAGE:** Catch basins and drainage areas are for the purpose of natural flow of water only. No obstructions or debris shall be placed in these areas. No person other than the developer may obstruct or rechannel the drainage flows after location and installation of drainage swale, storm sewer, or storm drain. Developer hereby reserves a perpetual easement across the property for the purpose of altering drainage and water flow for corrective purposes.

18. **UTILITY LINES:** No overhead utility lines, including lines for cable television, shall be permitted within the property, except for temporary lines as required during construction and high voltage lines or entrance main lines if required by law for safety purposes.

19. **WINDOW UNITS:** No window air conditioning units or fans may be installed in any residence that can be seen from the street.

20. **SIGNS:** No signs may be displayed to public view except one identification sign not more than one square foot in size and one temporary real estate sign not more than five square feet in area. Political campaign signs are discouraged. This restriction shall not apply to developer Eaton until the subdivision has been built out.

21. **ENERGY CONSERVATION EQUIPMENT:** No solar energy collector panels or attendant hardware or other energy conservation equipment shall be constructed or installed unless it is an integral and harmonious part of the architectural design of a structure.

22. **BUSINESS USE:** No trade or business may be conducted in or from any property except that an owner or occupant residing on property may conduct business activities within the home so long as: (A) the existence or operation of the business activity is not apparent or detectable by sight, sound or smell from outside the home; (B) the business activity does not involve employees coming onto the property to work who do not reside on the property; (C) there is no door-to-door solicitation of residents of the property; (D) the business activity is consistent with the residential character of the property and does not constitute a nuisance, a hazardous or offensive use, or threaten the security or safety of other residents of the property. No sign is allowed. The intent is to allow a personal undetectable home office that is not a nuisance to the neighborhood.

23. **DETACHED BUILDINGS:** Garages and all other out buildings will be given the same architectural treatment and constructed of the same materials and appearance as the main structure. No portable metal or wood buildings are allowed. Gazebos, pavilions, and pergolas for landscaping purposes shall be placed behind the rear line of the main structure.

24. **MAILBOXES:** All mailboxes and stands to be like kind and shall satisfy applicable postal regulations and shall conform to specifications established by developer Eaton. Purchase of the same type will be the responsibility of the property owner.

25. **PLAYGROUND EQUIPMENT:** Playground equipment, swings, slides, plastic houses, etc., shall be screened by a fence. No trampolines with high sides or batting cages will be allowed in the neighborhood. No portable basketball goals and posts are allowed. Any playground items and toys kept on site must be shielded behind a privacy fence or appropriate landscaping.

26. **HANDICAPPED:** Ramping, walkways, railings, etc., for the handicapped will be built of suitable materials to conform to the overall house design. No pressure-treated wood. The intent is for these improvements to blend in as much as possible with the architectural design.

27. **PARKING:** Off road parking space shall be provided for all vehicles of the property owner. Street parking for guests or parties would be allowed only for short periods of time. Advertising wrapped, unsightly or large work vehicles shall not be parked in the neighborhood.

28. TERRAIN VEHICLES: No motorcycles, three-wheelers, go-carts, all terrain vehicles or the like, except for ingress and egress, shall be allowed to operate within BARRINGTON.

29. GARDENING: A small vegetable garden shall be allowed only in the rear yard and properly screened from street view.

30. CONSTRUCTION: Each lot shall be connected to public water and sewer before occupancy of any improvements. During construction, job site shall be kept so as not to be a nuisance to adjoining neighbors. A dumpster for trash and a port-a-potty shall be installed onsite during construction. Mud and gravel shall be cleaned from the street during construction.

31. SIDEWALKS: Each lot shall have a sidewalk. The sidewalks shall form a continuous and smooth walkway around the neighborhood. Each property owner will install the sidewalk when the driveway is installed for the residence. The sidewalk shall run 3'-6" behind the curb and 4'-6" wide, 4 inches thick. They shall run with the street elevation and shall run aprx. 2 inches to 6 inches above the curb height. If construction is delayed past the year 2018, the City of Muscle Shoals may require the lot owner to install the sidewalk before house construction.

32. ENTRANCE WALL: Maintenance of the brick wall, signage and entrance landscaping shall be the responsibility of the 18 property owners of BARRINGTON. In the event of damage or needed repair, each property owner will be assessed 1/18th of the cost of repair. These monies will be used for the brick wall, landscaping and signage only. The money will be collected by the A.C.C. and repairs will be made promptly. A lien may be placed on any property not participating in the assessment.

Executed this 10th Day of September, 2015.

Robert J. Eaton

Robert J. Eaton, Owner/Developer

STATE OF ALABAMA
COUNTY OF COLBERT

I, the undersigned, a notary public in and for said county in said state, hereby certify that ROBERT J. EATON, 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 the instrument, he executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this the 10th day of SEPTEMBER 2015

Cynthia Holleris

Notary Public

MY COMMISSION EXPIRES: 5.09.18

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