

Barrington Homeowners
Assoc
PO Box 721031
BIRMINGHAM, ALA. 35272

1087437
SUPPLEMENT TO PROTECTIVE COVENANTS
BARRINGTON SUBDIVISION, PART I

WHEREAS, Elite Custom Builders, LLC, Robert G. Pulliam, Ravaughn A. & Cochanta L Robinson, Mack & Linda Miley, William B. Cherry, Ronnie T. & Staci L. Simmons, Scott L. & Natalie T. Dudley, Bertrand B. & Aimee H. Bell, Carl B & Lillian R Prewitt, Curtis L. & Stephanie K. Bates, Sean Welch, Charles R, Jr. & Evelyn B. Wood, Charlene S. Gregorich, William E. Jr. & Audrey M. Kron, Trumaine Mitchell, James P. & Patricia G. McDavid, Newcorp 1 Inc., James P. II & Regina B. Scott, Cheryl H. Graves, Sidney Tillis, Julie A. Norris, Rhonda K. Steed Connerly, Thelma R Smith, Larry J. & Ann K. Fisher, Larry J. & Ann K. & Hoge, Beverly M. King Hoge, Mozell Smith, Nam T. & Trangdai T. Nguyen, Cynthia J. & Steven W. Pittman, Jacques & Arnetter R. Reynolds, Johnny M & Lucy C. Posey, Vernon W. & Margaret M. Decker, J.F. Jr. & Virginia M. Warren, Ronnie R. & Phyllis A. Smith, Paul & Pamela McPhail, Frank G. & Barbara S. Wright, Calvin & Tia J. Hudson, Thomas C & Velma M. Wallace, Mary A. Peusch, Torie H. & Harrison L. Glover, Melva R. Welch, Elizabeth Rhoads, Robert R. & Beneva B. Dreding, Janice Ann Houston, Joyce S Bicker, Louis R. & Jessica P. Watkins, James B. & Kristy B. Purvis, David A. & Karen Y. Pirman, Kenneth & Jessie D. Harrison, Michael Maldonado, Davern A. & Andrea D. Jones, Alan G. & Rebecca S. Thomas, Wilbert W. Sr. & Debra S. Corley, Sue Blaine, Maxine R Knight, Louise N. McCurley, Altus & Ruth E. Myers, Patrick & Betty S. Newell, Kempe C. & Judy T. Thomas, Monica Michael, Jacqueline & Cederick Swan, Steve W. & Donna W. Price, Cecil & Barbara J. Yarbrough, hereinafter "Declarants", are the owners of lots situated in Barrington Subdivision, Part I, a subdivision in the First Judicial District, Hinds County, Mississippi, according to the map or plat thereof on file and of record in the office of the Chancery Clerk of Hinds County, Jackson, Mississippi, in Plat Book 38 at page 42;

WHEREAS, by instrument dated February 11, 2000, recorded in Deed Book 5206 at page 437 and Deed Book 5459 at page 976, in the aforesaid clerk's office, certain Protective Covenants were imposed upon said subdivision;

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WHEREAS, paragraph 15 of the Protective Covenants of Barrington Subdivision, Part I provides that an instrument signed by seventy-five (75%) percent of the then owners of the lots in Barrington Subdivision, Part I can execute and agree to change and amend the covenants of said subdivision in whole or in part; and

WHEREAS, the undersigned Declarants, constitute in excess of seventy-five (75%) percent of the present owners of the lots in Barrington Subdivision, Part I, and they do desire to Supplement said Protective Covenants upon said Subdivision for the protection and benefit of all the present and future owners of lots in said Subdivision;

NOW, THEREFORE, in consideration of the advantages to accrue through such Protective Covenants and for good and valuable considerations, the undersigned Declarants hereby covenant and agree with any and all purchasers and owners of a lot or lots in Barrington Subdivision, Part I, that the following protective and restrictive covenants shall apply to all lots of said Subdivision, which are described as follows:

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Lots 1 through 62, BARRINGTON SUBDIVISION, PART I, a subdivision in the First Judicial District, Hinds County, Mississippi, as shown by the map or plat thereof in Plat Book 38 at page 42 in the office of the Chancery Clerk of Hinds County at Jackson, Mississippi, reference to said map or plat being hereby made in aid hereof.

Paragraph 12, "VISUAL BARRIERS" is hereby amended and supplemented to the Protective Covenants of Barrington Subdivision, Part I, to read as follows:

(12.) VISUAL BARRIERS: No fence, wall or lot enclosure may project to a point nearer the street than the front setback line or the side street setback line, of adjoining property, except that shrubbery not over 2 feet high may be used to designate plot lines. All fences shall be constructed of either redwood or cedar materials and shall not exceed six feet (6') in height; chain link and barbed wire fences are expressly prohibited. No fence, wall, enclosures, signs, posts,

goal posts, or any other visual obstructions or barriers, shall be placed temporarily or permanently upon any portion of any lot or lots that is designated as an "easement" located adjacent to and outside all street rights of way as shown by the map or plat of this Subdivision.

Paragraphs 19 and 20 are hereby added to the Protective Covenants of Barrington Subdivision, Part I, to read as follows:

(19.) BARRINGTON PROPERTY OWNERS ASSOCIATION: The Declarants deem it desirable, for the efficient preservation of the values and amenities in all Barrington Subdivision, Part I to create an association which can be delegated and assigned the powers and duties of maintaining and administering any common area which may be designated as such and to administer and enforce these covenants.

Section 1. Membership. Each owner in all Barrington Subdivision, Part I shall be a Member of the Barrington Property Owners Association, and this membership shall be inseparable or appurtenant to and shall pass with the title to each parcel of property in the subdivision. Parcels with multiple ownership shall be entitled to one membership in the Association and one of the owners of such parcel shall be designated in writing by the co-owners as their respective representative in matters pertaining to the Association.

Section 2. Voting Rights. Every Member of the Association shall have one vote for the election of all officers. For all other matters and purposes of the Association, every Member shall have one vote for each lot that Member owns. If the fee title to a particular lot is owned by record by more than one person, the vote appurtenant to such lot may be exercised by only one of the fee owners thereof as designated in writing by the other co-owners of the subject lots or lots.

(20.) COVENANT FOR ASSESSMENT:

Section 1. Creation of the Lien and Personal Obligation for Assessment. The Declarants, for each parcel which it owns within the Properties, hereby covenant and each Owner of any other parcel or lot of the property by acceptance of the deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association the following:

year thereafter in an amount necessary to maintain each owner's contribution at a minimum amount of One Hundred and Noll 00 Dollars (\$100.00) for each parcel or lot owned shall be due. It is the purpose of the provision that each Owner maintain with the Association a balance of One Hundred and Fifty and Noll 00 Dollars (\$150.00) per lot or parcel owned to provide for the purpose of the Association as hereinafter set forth. For each lot sold by a Declarant prior to July 1 of any year, the purchaser(s) of any lot or lots shall pay to the Association the full annual assessment; for each lot sold by said Declarant after June 30 of any year, the annual assessment shall be prorated between Declarant and purchaser(s);

- (8) Special assessments for maintenance and improvement as may be desired and required by the Association. Prior to such special assessments being levied, same shall be approved by at least a two-thirds (2/3) vote of the members of the Association with each Member being entitled to one (1) vote for each lot or parcel owned. A meeting of the members of the Association shall be duly called for the purpose of approving any special maintenance or improvement assessment.
- (C) The annual assessment set forth in Covenant 20 Section 1(A) hereinabove, shall not apply to an owner of a vacant lot or lots or to those owners of a lot or lots who are homebuilders and who purchase said lot or lots for the sole purpose of building dwellings upon same not for self occupation but for sale to third parties.

Section 2. General. This initial, annual and special assessments, together with interest, costs, and reasonable attorney's fees, shall be a charge upon the land and shall be a continuing lien upon the lot or parcel of Property against which each such assessment is made. Each such assessment, together with interest, costs and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such lot or parcel of Property at the time when the assessment fell due. No Owner shall relieve himself of his personal obligation for delinquent

assessments by passing such obligation to his successors in title unless expressly assumed by the successors in title with the written consent and approval of the Board of Directors of the Association.

Section 3. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the health, safety and welfare of the owners and occupants of all Barrington Subdivisions; to defray all costs incurred in properly caring for and maintaining all Barrington Subdivisions as a prestigious development; and to accomplish the intent of this Declaration. The assessments provided herein shall include, but not be limited to, the costs of providing materials and services to accomplish the following: (a) Maintaining any common areas and open areas within the Property; (b) Maintaining the landscaping at the entrances to all Barrington Subdivisions; (c) Maintaining any improvements and amenities such as piers, beaches, tennis courts and clubhouse if said improvements are constructed by the Association; (d) General policing of all Barrington Subdivisions on a regular basis to remove bottles, cans, trash or debris discarded by the public along the streets or roadways; (e) Maintaining utilities, in particular lighting, a sprinkler system, drainage ditches and other services which may be provided by the Association; (f) Paying the costs of insurance premiums on any insurance which the Association carries; (g) Paying all ad valorem taxes and other taxes and fees which may accrue to the Association; (h) Paying all necessary and reasonable costs of administration, management, legal and accounting services connected with the Association, including, the payment of a reasonable fee to any management agent designated by the Association; (i) Provide such other services as the Association may deem to be in the best interest of the development and the members of the Association.

Section 4. Assessments are not dues. All assessments herein provided are not intended to be, and shall not be construed as being, in whole or in part, dues for membership in the Association.

Section 5. Changes in Assessments. After January 1, 2007, the Board of Directors of the Association may, after consideration of the then current costs of providing service hereinabove

enumerated, increase the initial or annual assessments to cover the actual costs of such services.

The Board of Directors of the Association may also, after consideration of the then current maintenance costs and future needs of the Association, fix the regular annual assessment and initial assessment for any subsequent year or years at a lesser amount.

Section 6. Notice and Quorum for Action on Assessments. Written notice of any hearing called for the purpose of taking action on any assessment provided herein (including special assessments and changes in annual and initial assessments) shall be sent to all members of the Association by certified mail, not less than five (5) days not more than thirty (30) days, in advance of the meeting. At least sixty percent (60%) of the owners or proxies of owners must be present at such meeting in order to constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirements and the required quorum at this subsequent meeting shall be one-half (½) of the required quorum at the preceding meeting. In addition, written notice of the regular annual assessment provided herein shall be sent to every Owner subject thereto.

Section 7. Effect of Non-Payment of Assessment: The Personal Obligation of the Owner; the Lien; Remedies of Association.

- A. If any assessment or any part thereof is not paid on the date(s) when due, then the unpaid amount of such assessment shall, together with such interest thereon and cost of collection thereof as hereinafter provided, become a continued lien on the Lot of the non-paying Owner, which lien shall be binding upon such Lot and the Owner thereof, his/her heirs, executors, devisees, personal representatives and assignee. The Association shall have the right to reject partial payments of an assessment and demand the full payment thereof. The obligation of the then existing Owner to pay such assessment, however, shall remain his personal obligation and shall not be extinguished by transfer of title. The lien for unpaid assessments shall be unaffected by any sale or assignment of a Lot and shall continue in full force and effect. No Owner may waive or otherwise escape liability for the assessment provided herein by abandonment of his Lot;

- B. The Association shall give written notification to the holder(s) of the mortgage on the Lot of the non-paying Owner of such Owner's default in paying any assessment when such default has not been cured within sixty (60) days, if such mortgagee has requested same;
- C. If any assessment or part thereof is not paid within thirty (30) days after the due date, the unpaid amount of such assessment shall bear interest from the date of delinquency at the maximum interest rate per annum which can be charged to individuals and the Association may, at its election, bring an action at law against the Owner personally obligated to pay the same in order to enforce payment. There shall be added to the amount of such assessment the costs of preparing and filing the complaint in such action and in the event a judgment is obtained, such judgment shall include interest on the assessment as above provided and attorney's fee to be fixed by the court, together with the costs of the action and/or all costs of foreclosure, including a reasonable attorney's fee.

Section 8. Subordination of Lien to Mortgages. The lien upon any lot or parcel provided herein to secure any assessment shall be subordinate to the lien of any duly recorded first mortgage on such lot or parcel made in good faith and for value received and the lien hereunder shall in no way effect the rights of the holder of any such first mortgage. Sale or transfer of any Property shall not effect the assessment lien. However, the sale or transfer of any Property pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall release such Property from liability for any assessment thereafter becoming due or from the lien thereof. Such foreclosure, deed, assignment or other proceeding arrangement in lieu of foreclosure shall not relieve the mortgagee in possession or the purchaser at foreclosure shall not relieve the mortgagee in possession or the purchaser at foreclosure shall not relieve the mortgagee in possession or the purchaser at foreclosure or the transferee under any deed,

assignment or other proceeding or arrangement in lieu of foreclosure from liability for any maintenance assessments thereafter becoming due, or from the lien herein created to secure the payment of such maintenance assessments, which lien, if to be assertive as to any such assessments thereafter becoming due, shall have the same effect and be enforced in the same manner as provided herein.

Section 9. Assessment of Declarant. Any regular or special assessment upon any lot or lots owned by any Declarant shall be in an amount equal to twenty-five percent (25%) of the assessment of the other lots owned by owners. This provision shall apply only so long as said lots are owned by any Declarant.

Section 10. Ad valorem Property Taxes. (a) Each Owner shall be responsible for his own ad valorem taxes; (b) The Association shall be responsible for the payment of ad valorem taxes on lots, parcels, streets, or common areas which the Association may hereinafter take fee title.

Section 11. Limitation of Liability. The Association shall not be liable for any failure of any service to be furnished by the Association or paid for out of the common expense fund, or for injury or damage to person or Property caused by the elements or resulting from water which may leak or flow from the streets, sidewalks or any common areas or from any pipe, drain, conduit or the like. The Association shall not be liable to any Member for loss or damage to any articles, by theft or otherwise, which may be left or stored upon any common areas. No diminution or abatement of assessments, as herein elsewhere provided, shall be claimed or allowed for inconvenience or discomfort arising from the making of repairs or improvement to the streets, sidewalks or common areas, or from any action taken by the Association to comply with any of the provision of the Declaration or with any law or ordinance or with the order or directive of any county or governmental authority.

In all other respects, Declarants affirm and ratify the Protective Covenants of Barrington Subdivision, Part I, dated February 11, 2000, recorded in Deed Book 5206 at page 437 and in Deed Book 5459 at page 976.