

**AMENDMENT TO DECLARATION AND COVENANTS
FOR CANTERBURY PLACE, UNIT 1**

WHEREAS, The Mitchell Company, Inc., an Alabama corporation, developed Canterbury Place, Unit 1 and recorded the Declaration for Restrictions and Covenants for Canterbury Place, Unit 1 ("Declaration") at Baldwin County Probate Miscellaneous Book 80, Page 218-226; and

WHEREAS, The Mitchell Company, Inc. subsequently developed all lots in Canterbury Place, Unit 1 and turned over Association control to its members and the Homeowners Association, and

WHEREAS, the Declaration, per Paragraph 17 may be amended by a vote of not less than 75% of the lots in the subdivision, and

WHEREAS, Article II, Paragraph 6(c) of the Bylaws of Canterbury Place Homeowners Association, Inc., recorded at Baldwin County Probate Instrument 953632 dealing with voting rights of the memberships states in pertinent part that the Association Board of Directors, where a three-quarters majority vote of the Association membership is required, may mail ballots to association members and in such cases either untimely or non-returned ballots will be considered and counted as votes in favor of a proposed resolution, and

WHEREAS the Association Board of Directors proposed to the membership certain amendments to the declaration via ballot pursuant to Article II, Paragraph 6(c) said ballots have included the below proposed amendment to the Declaration, having been mailed first class U. S. Mail, postage prepaid to the current membership role and more than 75% of the membership having voted for the below amendments, either by affirmative vote, or pursuant to the terms set forth in Article II, Paragraph 6(c), of the Bylaws proposed amendment to the Declaration of

BALDWIN COUNTY, ALABAMA
TIM RUSSELL PROBATE JUDGE
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Restrictions and Covenants for Canterbury Place, Unit 1 were approved and ratified, such that the following Amendments to Declaration for Restriction and Covenants for Canterbury Place, Unit One are hereby imposed and recorded in the Baldwin County, Alabama Probate Court.

NOW, THEREFORE, KNOWN ALL MEN BY THESE PRESENTS, that the Declaration of Restrictions and Covenants for Canterbury Place, Unit One are hereby amended as follows:

Due to the Mitchell Company, Inc., no longer having ownership of any lots or any improved property in the neighborhood, all references to The Mitchell Company, Inc. are hereby removed along with references to the initial Architectural Control Committee Members of the Association.

The following paragraphs are amended as follows:

6. Nuisances. Is amended to strike the final sentence stating that no satellite dish or satellite reception equipment shall be permitted on any lot and subdivision unless it is located at the rear of such lot and is screened in such a manner not to be visible from adjacent lots or streets.

Furthermore, the following language is added to Paragraph 6 dealing with Nuisances:

All lots and adjacent rights-of-ways, and any improvements placed thereon, shall at all times be maintained by the owner of all such lots in a neat, attractive, and presentable condition, even when such improvements are under construction. They shall be maintained in such manner as to prevent their becoming unsightly by reason of weeds, underbrush, or unattractive growth on such lot or the accumulation of piles, rubbish, debris, or unsightly objects thereon; nor shall any such rubbish, debris, or unsightly objects be dumped on any other lot or on any adjoining property, or otherwise disposed of in any manner not consistent with applicable laws. Building materials shall not be stored on a lot unless a structure is under construction or repair. Trash,

garbage, or other waste materials shall not be kept on any lot except in sanitary containers. In order to implement effective control, the Homeowners Association shall have 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 the Homeowners Association, 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. on any day except Sunday and shall not be a trespass. The Property Owners Association may charge the lot owner reasonable costs for such services, plus a 25% administrative charge and interest at the annual rate of 12% until paid, which charge shall constitute a lien upon such lot enforceable by appropriate proceedings at law or equity. The provisions of this paragraph shall not be construed as an obligation of the Property Owners Association to mow, clear, cut, or prune any lot nor to provide garbage or trash removal services.

8. Garbage and Refuse Disposal. No lot shall be used and maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept on any lot and subdivision except in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a can in a clean and sanitary condition. All garbage cans and other refuse containers shall be stored in rear yards, behind privacy fences so that they are not in view of neighboring properties, except that such garbage cans or refuse containers may be placed at the street for a 24 hour period on the days in which garbage service runs in the subdivision.

9. Animals and Poultry: In no event shall more than four domesticated (4) household pets be kept on any lot in any subdivision at any one time. No poultry shall be considered a household pet. No animals shall be allowed to roam freely within the subdivision

and must be kept on a leash at all times while outside of the home or kept in a rear yard enclosure. Owners shall pick up any animal waste while walking their animals and dispose of it properly in their own garbage can or refuse container.

13. Unlicensed Vehicles. Is amended to add that no trailers, campers, RV's, utility trailers, work trucks or other recreational vehicle may be parked in front a residence for more than 24 hours and shall otherwise be parked rearward of the home within a privacy fence or enclosure such that no portion of said vehicle is visible by neighboring properties other than that portion which may be visible above said privacy fence or enclosure. Furthermore, no owner shall park more cars, trucks or other vehicles on their property than a number which can be safely parked within the boundaries of the paved driveway of said residence.

18. Enforcement. Any owner of a Lot may enforce any of the provisions of this Declaration by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant or restriction, either to restrain violation or to recover money damages or both. A violation of this Declaration, except as other provided in paragraph 16 hereof, shall not be deemed to be a cloud upon the title of the property concerned and title shall not be forfeited as a result of any such violation, except that nothing herein shall prevent a sale of any Lot in satisfaction of a judgment validly obtained. If any person or persons shall violate or attempt to violate any of the Restrictions contained herein or the Rules and Regulations enacted by the Homeowners Association, it shall be lawful for the Homeowners Association to impose reasonable fines or other sanctions against the Owner responsible for said violation, which shall be collected as provided herein for the collection of assessments. Such fines or assessments shall be a lien which runs with the property and which takes precedence over all other liens excepting prior recorded property tax liens and mortgages. In addition to the above, if any persons or

persons shall violate or attempt to violate any of the Restrictions contained herein, it shall be lawful for the Homeowners Association 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, her or them from so doing or to recover damages, assessments, fees, penalties, and/or attorney's fees for such violation, and in the event that it is the Homeowners Association who has filed legal action, it shall be entitled to receive an award of reasonable attorney's fees for the successful prosecution of such an action. Failure by the Homeowners Association or any party owning any real property situated in said Subdivision to enforce any covenants, restriction or guideline for any period of time shall in no event be deemed a waiver or estoppels of the right of any of the foregoing to enforce same thereafter.

Done this the 6 day of MARCH, 2017.

CANTERBURY PLACE HOMEOWNERS
ASSOCIATION, INC.

By: Barbara Browning
As Its: VP / Treasurer

By: Karen Walton
As Its: Secretary

By: Steve Jeffrey
As Its: _____

By: Ellen Hira
As Its: _____

By: _____
As Its: _____