

**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 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 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 Restrictions and Covenants for Canterbury Place, Unit 1 were approved and



ratified, such that the following Amendments to Declaration for Restrictions and Covenants for Canterbury Place, Unit 1 are hereby imposed and recorded in the Baldwin County, Alabama Probate Court.

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

Due to the Mitchell Company, Inc., no longer having membership of any lot 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:

2. ARCHITECTURAL CONTROL COMMITTEE: Paragraph (i) is amended to add "All ACC request shall be submitted by email to canterburyplacearchitectural@hotmail.com or by certified mail to CPHOA ACC, P.O. Box 748, Daphne AL. 36526."

11. SIGNS: No sign of any kind shall be displayed to the public view on any lot except:

- a) One professionally lettered sign of not more than four (4) square feet in size advertising any lot and any dwelling located thereon for sale or rent; however, an additional sign may be erected by a builder or real estate firm to advertise the lot and any dwelling located thereon during the initial construction and sales period.
- b) One small security alarm sign shall be allowed when applicable. The security sign shall be placed within five feet of the front of the home mounted on a post higher than 24" measured from the top of the sign to the ground.
- c) One school booster sign or spirit sign shall be allowed in the front yard.
- d) One political sign may be placed in the front yard 30 days prior to an election and must be removed within 3 days after an election. Political signs cannot be larger than 18" X 24."

- e) All signs shall run parallel to the street except for sale signs.
- f) Signs announcing, and/or providing directions to an event such as a garage sale being held at a resident's house shall be displayed for no more than 72 hours. Hand lettering permitted in any desired color.
- h) One small "No Trespassing" sign may be posted on a fence or placed within five (5) feet of the front of the home mounted on a post no higher than 24" measured from the top of the sign to the ground.
- i) Signs shall not be attached to any tree.

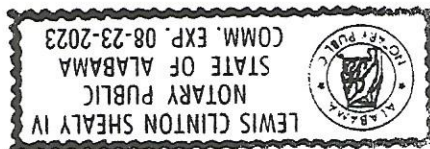
16. HOMEOWNERS ASSOCIATION: Paragraph (i) is amended in its entirety to: Any assessment which is not paid when due shall be delinquent. Any assessment delinquent for a period of more than ten (10) days shall incur a late charge and bear interest thereon in an amount and a rate to be set by the Board, but in no event greater than the maximum percentage rate as may then be permitted under the laws of the state of Alabama. In the event the Association remains unpaid after (30) days, the Association may, as the Board may determine, bring an action at law or in equity against the owner personally obligated to pay the same, foreclose the lien against the property or seek injunctive relief, and interest, costs and reasonable attorney's fees of any such action shall be added to the amount of such assessment. Each owner, by his or her acceptance of a deed to a lot, or as a party to any other type of conveyance, hereby expressly vests in the Association or its agents the right and power to bring all actions against such owner personally for the collection of each charge as a debt and to foreclose the aforesaid lien by all methods available for the enforcement of such liens, including foreclosures by an action brought in the name of the Association in a like manner as a mortgage lien on real property, and such owner hereby expressly grants to the association a power of sale in connection with said lien. The lien provided for in this declaration shall be in favor of the association and shall be for the benefit of all lot owners. The Association, acting on behalf of the lot owners, shall have the power to bid for an interest foreclosed at foreclosure sale and to acquire and

hold, lease, mortgage and convey the same. With the exception of the declarant, no owner may waive or otherwise escape liability for the assessment provided for herein by non-use of the Common Area or abandonment of his or her lot. All payments shall be applied first to costs and attorney's fees, then to late charges, then to interest, then to delinquent assessment, then to any unpaid installments of the annual assessment or special assessment, which are not the subject matter of suit in the order of their coming due, and then to any unpaid installments of the annual assessment or special assessments which are the subject matter of suit in the order of their coming due.

Done on this 4th day of November, 2019.

CANTERBURY PLACE HOMEOWNERS
ASSOCIATION, INC.

Guy D. Williams
Treasurer



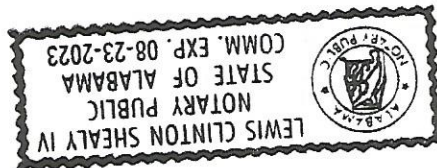
Sworn to and scribed in my presence this
the 27 day of December, 2019.

Jim Utter

Notary Public

My commission expires: 08-23-2023

David
Secretary



Sworn to and scribed in my presence this
the 27 day of December, 2019.

Jim Utter

Notary Public

My commission expires: 08-23-2023

John Kennedy
Vice President

Sworn to and scribed in my presence this
the 27 day of December, 2019.

Jessica Allen Keller
Notary Public
My commission expires: 4.16.2022



Madalyn Greer
President

Sworn to and scribed in my presence this
the 31 day of Dec., 2019.

Madalyn Greer
Notary Public
My commission expires: June 18/2022

