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DECLARATION OF RESTRICTIONS AND COVENANTS

FOR

CANTERBURY PLACE, DAPHNE, ALABAMA

*This Document being recorded  
To amend Document # 2113676  
recorded March 21, 2024  
MJ*

This Declaration may be used only in connection with the Canterbury Place, Daphne, Alabama Subdivision and the operation of the Canterbury Place Homeowners' Association, Inc.

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**DECLARATION OF RESTRICTIONS AND COVENANTS**

**FOR**

**CANTERBURY PLACE, DAPHNE, ALABAMA**

WHEREAS, The Mitchell Company, Inc., an Alabama corporation, developed Canterbury Place starting in 1994 with the first home being deeded on August 12, 1994 and was subsequently deeded through a COMMON AREA DEED to the CANTERBURY PLACE HOMEOWNERS' ASSOCIATION on January 19, 2007 and recorded in the records in the Office of the Judge of Probate of Baldwin County, Alabama on January 30, 2007, described as follow:

**All common areas located in Canterbury Place Unit One, according to the plat thereof recorded in Slide 1499B; Canterbury Place Unit Two, according to the plat thereof recorded in Slide 1560A; Canterbury Place, Unit Three, according to the plat thereof recorded in Slide 1765B; Canterbury Place Unit Four, according to the plat thereof recorded in Slide 2013E, of the records in the Office of the Judge of Probate, Baldwin County, Alabama including, but not limited to, all private roads, drainage easements, retention ponds, storm drainage facilities, tot lots and entry median, if any, along with the duty and obligation to operate, maintain, repair and replace the said common areas and all improvements located thereon;**

**EXCEPTING THEREFROM such oil, gas and other minerals in, on and under said real property, together with all rights in connection therewith, as have previously been reserve by or conveyed to others; it being the intention of the Grantor (The Mitchell Company, Inc.) to convey to the Grantee (CANTERBURY PLACE HOMEOWNERS' ASSOCIATION) only the interest Grantor owns therein, if any; together with all and singular the rights, privileges, tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining. TO HAVE AND TO HOLD the same unto the said Grantee, its successors and assigns, forever.**

WHEREAS, the Canterbury Place Homeowners' Association was formed on October 18, 1994 by The Mitchell Company, Inc. Said property shall be hereinafter referred to as "Subdivision", and The Mitchell Company, Inc. developed restrictive covenants for all of the Lots in the Subdivision, hereinafter referred to as "Lots", for the purpose of ensuring that said Lots will be used for single-family residential purposes only, to prevent nuisances, to prevent the impairment of the attractiveness of the property and to maintain the desired tone of the community, thereby preserving, as far as practical, the natural beauty of each Lot described herein and to ensure the erection and maintenance thereon of attractive, well designed, appropriately located and well-constructed homes, thereby securing to each future Lot owner the full benefit and enjoyment of their homes, but with no greater restriction on the free and undisturbed use of their property than is necessary to ensure the same advantages to other Lot owners.

WHEREAS, The Canterbury Place Homeowners' Association shall be hereinafter referred to as the "Association" was formally transferred to the homeowners and The Mitchell Company, Inc. is no

longer involved with the Subdivision. The Association is an Alabama non-profit corporation to serve as representative of the owners of the Subdivision.

NOW, THEREFORE, KNOW ALL MEN BE THESE PRESENTS, that the Association, in consideration of the foregoing premises, does hereby declare as well as covenant and agree with each and every future owner of any Lot in the Subdivision and each and every future owner of any Lot in Subdivision, shall, by virtue of becoming such an owner, agree with the Association and with each and every other future owner of Lots that the following, restrictions, covenants and limitations shall apply to Subdivision:

1. RESIDENTIAL USE ONLY: All Lots in the Subdivision shall be known and described as residential Lots. No Lot may be improved, used or occupied for any purpose other than private, single-family residential purposes. No duplex, apartment building or condominium, even though intended for residential purposes, may be erect on any Lot in the Subdivision.
2. HOMEOWNERS' ASSOCIATION:
  - a) HOMEOWNERS' ASSOCIATION: The Association's homeowners' association is a non-profit corporation and shall hold title to the Common Areas: retention pond, storm water detention system and median and other areas, as shown on the plat of the Subdivision. The name of such non-profit corporation shall be "Canterbury Place Homeowners' Association, Inc.", and shall be referred to herein as the "Association". The Association shall, among other things, maintain, service and repair all Common Areas.
  - b) MEMBERS AND VOTING RIGHTS: Every Lot owner shall be a member of the Association. Each member shall have one vote for each Lot owned. For Lots owned by more than one person or by a corporate entity, one person shall be designated to vote on behalf of the Lot. Only members who are in good standing can vote in any election, for any covenant amendments or changes or any membership decision-making held or conducted by the Association. A member in good standing is defined as a member who is current in their assessments, fines, etc.
  - c) MEMBERS RESPONSIBILITY: Each owner of any Lot, by acceptance of a deed to such Lot, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay the Association the following:
    1. Annual general assessments or charges as herein described; and
    2. Special assessments for capital improvement, repairs or other expenses that exceed the budgeted amount of the annual general assessment as herein described; and
    3. Individual assessments, fines or charges against Lot owners as hereinafter established by this Declaration
  - d) BOARD OF DIRECTORS: The affairs of the Association shall be conducted by a Board of Directors that has been duly elected and qualified in accordance with the Articles of Incorporation and By-Laws of the Association. The Board of Directors shall consist of such number as shall, from time to time, be determined and fixed by a majority of the voting rights present at any annual or special meeting of the Members. The Association shall have the right to amend the By-Laws for the purposes of changing the number of Officers and their term limits.

3. ASSESSMENTS:

The Association shall have the authority to levy assessments as provided herein against the Lots subject to this Declaration:

- a) The assessments levied by the Association are used for the purposes of promoting the recreation, health, safety, welfare, common benefit, and enjoyment by the owners and occupants of each Lot and for the improvement and maintenance of the Common Areas, including the maintenance of real and personal property, all as may be specifically authorized from time to time by the Board of Directors.
- b) Each owner of a Lot in the Association, whether improved or unimproved, shall be assessed in an amount equal to one/one hundred twenty three (1/123) of the budgeted amount or actual expenses in excess thereof, whichever amount is greater.
- c) The Board of Directors shall fix the annual assessment upon the basis described herein, provided, however, that the annual assessment shall be sufficient to meet its obligations as budgeted. The Board of Directors shall set the date on which such assessment shall become due and payable and may provide for the payment of the same in installments, provided, however, that, upon default in the payment of any one or more installments, the entire balance of said assessment may, at the option of the Board, in its sole discretion, be accelerated and declared to be due and payable in full.
- d) In addition to the annual assessments, the Association may levy, in any assessment year, a special assessment for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, maintenance, repair or replacement of the said retention pond, storm water detention system, median, Common Areas, playground equipment, amenities, streets or rights-of-way or as may be otherwise be required where expenditures exceed the budgeted amount.
- e) Additionally, the Association may levy at any time throughout the year, an individual assessment in the form of an individual assessment, fine or charges to any Lot owner that violates any restrictions or covenants outlined in this Declaration. The Association, through the Board of Directors and the ACC, may impose fines in an effort to ensure Lot owners maintain the attractiveness of their Lots and the desired tone of the community. The Board of Directors shall have the right to change the fine structure with proper notification to all Lot owners.
- f) Any assessment that 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 vest 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. Each Assessment, together with late charges, interest, costs and reasonable attorney's fees, shall also be the personal obligation of the person who is the owner of such Lot at the time when the Assessment fell due, and his or her grantee shall be jointly and severally liable for such portion thereof as may be due and payable at the time of conveyance.

- g) 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 Areas or abandonment of his or her Lot.
- h) All assessment payments shall be applied first to cost and attorney's fees, then to late charges, then to interest, then to delinquent assessment, then to any unpaid installments of the annual assessment, special assessment or individual assessment.
- i) The lien for unpaid assessments shall be effective from and after the time of recording in the Records of the Judge of Probate of Baldwin County, Alabama of 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. Upon full payment of all sums secured by such 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 the Association's lien.
- j) The Association shall establish reserve funds from its annual assessments to be held in reserve in an interest bearing account or in obligations of the United States, State of Alabama, or any agency of either, or in Triple-A-debt, or in prime commercial paper with a maturity of not more than one year, as a reserve for (a) major rehabilitation or major repairs, (b) emergency and other repairs required as a result of storm, fire, natural disaster, or other casualty loss, and (c) initial costs of any new service to be performed by the Association.

4. ARCHITECTURAL CONTROL COMMITTEE:

- a) An Architectural Control Committee, hereinafter referred to as "ACC", has been established for the Subdivision in order to help maintain the overall pleasant and desirable environment, to maintain a harmonious community design and to protect and promote the value of homeowner's property values.
- b) No building, garage, carport, playhouse, fence, wall, swimming pool or other above ground structure shall be erected, altered, placed, permitted or suffered to remain on any Lot in the Subdivision unless written approval by the ACC has been obtained prior to any associated work related to the

approval request. Any structure, electrical, and/or plumbing work that requires a permit from the City of Daphne shall be provided to the ACC prior to the ACC approval.

- c) A majority of the ACC may designate a representative to act for it. In the event of the death or resignation of any member of the ACC, the remaining members shall have authority to designate a successor. Neither the members of the ACC nor its designated representative shall be entitled to any compensation for services performed pursuant to these covenants. A majority of the Lot owners shall, at any time, have the power to change the membership of the ACC or to withdraw from the ACC or restore to it any of its powers and duties by written instrument signed by a majority of Lot owners in accordance with the By-Laws of Canterbury Place Homeowners' Association and shall be filed for record in the Office of the Judge of Probate of Baldwin County, Alabama .
- d) All ACC approval requests as required in this Declaration shall be in writing and shall be submitted via PayHOA or currently approved electronic web-based HOA management software system, or by email ([canterburyplacehoadaphne@gmail.com](mailto:canterburyplacehoadaphne@gmail.com)) or currently electronic approved Association's email address or by certified mail to CPHOA ACC, 28542 Canterbury Road, Daphne, AL 36526.
- e) All major structures requiring ACC approval as required by this Declaration shall consist of a complete set of final construction plans and specifications and plot plan showing the front, side and rear elevations along with the shape, size, height, materials, exterior finishes and colors, location on the Lot, floor plan, if applicable, and any other information required by the ACC to properly approve the Lot owner's request. The requested information allows the ACC to insure a level of exterior design harmony and general quality with the existing standards of the neighborhood and as to location in relation to surrounding structures and topography.
- f) Permits and/or approvals for the construction of improvements on properties shall be issued after a review of a complete set of construction plans and information provided to the ACC and construction shall thereafter commence only upon receipt of written approval by the ACC. Plans submitted to the ACC for approval shall include 1) a dimensional drawing of the Lot showing the location and size of the requested improvements along with any required setbacks, and 2) dimensional drawing(s) of the proposed structure/ improvements, along with other important details so the ACC can make an informed decision to approve.
- g) In the event the ACC fails to approve or disapprove any plans and specifications properly submitted to it within thirty (30) days after such submission, approval thereof shall be deemed to have been given. Should a building or other improvement be constructed on any Lot in the Subdivision without approval the ACC in violation of this Declaration, such building or other improvement shall be disassembled and removed from such Lot at the expense of the owner of such Lot.
- h) The ACC, in its sole discretion, may permit the erection of a building on a Lot or on portions of contiguous Lots, notwithstanding the fact that said building may be smaller in area than the minimum square footage prescribed by this Declaration, provided that the covenants and restrictions contained herein are not otherwise violated.
- i) The ACC may allow reasonable variances and adjustments of these conditions and restrictions in order to overcome practical difficulties and prevent unnecessary hardships in the application of the

regulations contained herein provided, however, that such is done in conformity to the intent and purposes hereof and, provided, also that in every instance such variance or adjustment will not be materially detrimental or injurious to other property or improvements in the neighborhood. Variances and adjustments of height, size and setback requirements may be granted hereunder.

- j) Neither the ACC nor any architect nor agent thereof nor the Association nor any agent or employee of any of the forgoing shall be responsible in any way for the failure of any improvements to comply with the requirements of this Declaration, nor for any defects in any plans and specifications submitted, revised or approved in accordance with the foregoing provisions, nor for any structural or other defects in any work done according to such plans and specifications, and all persons relying thereon or benefiting therefrom agree not to sue or claim against the entities and persons referred to in this Section for any cause arising out of the matters referred to herein and further agree to and do hereby release said entities and persons for any and every such cause.
- k) Failure by the ACC, Board and/or Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

5. COMMUNICATIONS: Each Lot owner shall provide the Association with an updated working phone number and electronic email address to allow communications between the Association and Lot owner. It is the responsibility of each Lot owner to ensure these communication methods are up-to-date and to monitor the current electronic method of communications between the Association and Lot owners. Failure to monitor these communications may prevent the Lot owner from receiving needed communications from the Association and notification of pending violations that may result in fines.

6. NOTICES: Any notice required to be sent to any Member under the provisions of this Declaration shall be deemed to have been properly sent, and notice thereby given, when emailed to the current email address provided in accordance with Paragraph 5. COMMUNICATIONS. In the event that any communication requires to be sent through the United States Postal Service's mail system, with the proper postage affixed, to the address of such Member appearing on the Association's Membership list, it will be deemed to have been properly sent when mailed. Additionally, Notice to one or more co-Owners of a Lot shall be considered notice to all co-Owners.

7. RESIDENTIAL BUILDING LOCATION: No residential building shall be located on any Lot nearer than (a) ten (10) feet to an interior side Lot line, (b) thirty (30) feet to the rear Lot line, (c) thirty (30) feet to the front Lot line on interior Lots, nor (d) thirty (30) on one side and twenty five (25) on the other side on corner Lots. For the purposed of these covenants, eaves, steps and porches shall not be considered as part of a building, provided, however, that this shall not be construed to permit any portion of a building on one Lot to encroach upon another Lot.

8. RESUBDIVISION: Except hereinafter provided, no building or improvement or any part thereof may be erected or maintained on any part of a Lot that is subdivided subsequent to the date hereof. If a Lot is resubdivided and all portions thereof are combined with all portions of an adjacent Lot or Lots, a building may, with the approval of the ACC, be erected and maintained on the Lot as so combined, even though a portion of such building may be located on a part of such resubdivided Lot. Each resulting combined lot shall be subject to these restrictions as fully and completely as it shown on the Subdivision



plat as a single lot. If a portion of a Lot constituting less than ten percent (10%) of the total area thereof is conveyed to the owner of a Lot adjacent to such portion, a building may, with the approval of the ACC, be erected and maintained on the remaining portion of the Lot from which said portion was conveyed; however, the remaining portion of said Lot shall be subject to these Restrictions as fully and completely as if shown on the Subdivision plat as a separate Lot.

9. TYPE AND SIZE OF BUILDINGS AND STRUCTURES: Except as otherwise provided herein, no structure shall be erected, altered, placed or permitted to remain on any Lot in the Subdivision and shall be limited to one single-family dwelling. Additionally, no such dwelling shall be more than two and one-half stories in height nor shall it have less than 1,200 square feet of living area that is heated and cooled, exclusive of basements, open porches, garages and the like. Any building that is more than one story in height shall have at least 800 square feet of such living area on the ground floor, exclusive of basements, open porches, garages and the like; however, a detached garage or other outbuilding may be erected or permitted if prior written approval of the ACC is obtained.

Each dwelling must be completed within six (6) months from the time the footings for construction are poured; however, the ACC, in its sole discretion, may extend the construction completion deadline for up to two (2) periods of ninety (90) days each if it deems it to be reasonable.

The ACC shall, in its sole discretion, give approval to the construction or erection of any structure to be located on a Lot, including the Lot's rear yard, unless, for the benefit of the entire Subdivision, the circumstances of such Lot indicate otherwise. Examples of structures include, but not limited to, sheds, pergolas and gazebos. ACC approval will be based on the number and size of each structure, its proposed location, aesthetics and appearance from neighboring lots, Common Areas, or streets. At no time will there be more than two sheds allowed on any Lot. No overhead electrical or similar wiring or lines shall be permitted and all electrical wiring and distribution shall be properly installed underground.

10. NUISANCES: No noxious or offensive trade or activity shall be carried on or maintained on any Lot in the Subdivision and nothing shall be done thereon which may be or become an annoyance or a nuisance. No outside clotheslines shall be permitted on any Lot in Subdivision unless screened in such manner as not to be visible from adjacent lots or streets.

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 becoming unsightly by reason of weeds, leaves, underbrush, or unattractive growth on such Lot or the accumulation of piles, leaves, rubbish, debris, or unsightly object 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 an approved ACC 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 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 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 Association may charge the Lot owner reasonable cost 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 Association to mow, clear, cut, or prune any Lot nor to provide garbage or trash removal service.

11. TEMPORARY STRUCTURES: No trailer, mobile home, recreational vehicle, bus, basement, garage, garage apartment, barn, shed, outbuilding or any building of a temporary nature shall at any time be used as a residence, either temporarily or permanently, on any Lot in Subdivision. No boat twenty-five (25) feet in overall length or larger may be kept on any Lot in Subdivision and any smaller boat must be kept on a trailer in the rear yard of a Lot or within a garage or carport in such a manner that it is not visible from any public street.

12. GARBAGE AND REFUSE DISPOSAL: No Lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage, or other waste shall not be kept on any Lot in Subdivision except in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

All garbage cans and other refuse containers shall be stored inside a garage or in rear or side yards, behind privacy fences so that they are not in view of neighboring properties or visible from any street, 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. All garbage cans and other refuse containers shall be returned to their proper storage area by the end of the next day following the day in which garbage service runs.

13. ANIMALS AND POULTRY: No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot in Subdivision, except that dogs, cats or other household pets may be kept, provided they are not kept, bred or maintained for any commercial or income-making purpose.

In no event shall more than four domesticated (4) household pets be kept on any Lot in Subdivision at any one time. 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. The use of an electric dog fence, invisible fence, or e-fence does not constitute a proper method of containment. Owners shall pick up any animal waste while walking their animals and dispose of it properly in their own garbage can or refuse container.

A puppy or kitten at four (4) months old shall be counted towards the four (4) household pet limit. Any dog that is off the premises of its Owner is considered at large. When a dog is at large, the dog must be physically restrained by a suitable leash and under the control of a person capable of handling the dog. Voice control, eye control; signal control of the dog does not constitute required restraint when the dog is at large. No Owner shall keep or allow to be kept or suffer or permit any dog to remain upon the premises when such dog habitually barks, whines, or makes loud or unusual noises in such a manner as to disturb the peace and quiet of the neighbors surrounding or in the vicinity of such premises, or whose

barking or howling or other sound or cry interferes with any person of ordinary sensibility in the reasonable and comfortable enjoyment of life and property.

14. FENCES: No fence, wall or hedge shall be permitted along the street frontage of any Lot or in the area between the front property line and the front of any building; unless a particular exception due to desirable architectural treatment has been obtained from the ACC. In no event shall a metal chain link or similar type utility fence that is not screened or a fence in excess of eight (8) feet in height be permitted on any Lot.

15. SIGNS, POSTERS, BANNERS and FLAGS: No sign, poster, banner or flag of any kind shall be kept, placed or displayed on any Lot or mounted, painted or attached to any dwelling, fence or to other improvement upon such Lot as to be visible from public view, except for the following:

- a) One "FOR SALE" sign that is a professionally lettered sign not exceeding four (4) square feet in size and the top of the sign not extending more than three (3) feet above the surface of the ground.
- b) One contractor sign or poster per an ACC approved project that is professionally lettered not exceeding five (5) square feet in size and the top of the sign is not extending more than four (4) feet above the surface of the ground.
- c) A sign that must be posted required by a legal proceeding pursuant to a statute or court order.
- d) Any sign permitted by the City of Daphne, Baldwin County, the State of Alabama or the United States federal government. Any sign displayed in accordance with this restriction shall be submitted in writing to the ACC along with the statute referencing the requirement.
- e) Any sign required for the protection of public health or safety that has prior approval of the ACC.
- f) Small security signs or stickers provided to an Owner by a commercial security or alarm company providing service shall be allowed so long as the sign is not more than eight (8) inches by eight (8) inches or a sticker not more than four (4) inches by four (4) inches. The security signs may be mounted on a post no higher than twenty-four (24) inches measure from the top of the sign to the ground or securely attached to a wall or fence.
- g) One school booster sign, spirit sign, poster or banner per child per household shall be allowed in the front yard. No school booster sign, spirit sign or banner measuring more than thirty-six (36) inches by thirty-six (36) inches in size, properly secured, may be displayed unless exempt in writing by the ACC, such as a special spirit banner that may measure more than thirty-six (36) inches by thirty-six (36) inches in size.
- h) Two political signs may be placed in the front yard thirty (30) days prior to an election and must be removed within five (5) days after an election. Political signs cannot be larger than eighteen (18) inches by twenty-four (24) inches
- i) Signs announcing and/or providing directions to an event such as a garage sale or family event being held at an Owner's house shall be displayed for no more than 72 hours. Hand lettering permitted in any desired color and the sign may be no larger than six (6) square feet in size.

- j) One small "NO TRESPASSING" sign, no more than eight (8) inches x twelve (12) inches, may be posted in the front yard, mounted on a post no higher than twenty-four (24) inches measured from the top of the sign to the ground. Additional "No TRESPASSING" signs may be securely placed on a fence. No sign may be larger than twelve (12) inches x eighteen (18) inches.
- k) The United States Flag (American Flag), any State flag, or Military Service Flag
- l) A garden flag hanging on a garden flag holder
- m) Signs, posters, banners or flags shall not be attached to any tree.
- n) Signs, posters, banners or flags shall not have offensive language or be derogatory in any way.
- o) No sign, poster, banner or flag may create a sight obstruction or other safety concern.

#### Displaying the Flag of the United States

Honoring and respecting the flag of the United States with proper flag etiquette such as proper night illumination of the flag and displaying the flag only during fair weather on or in the Owner's Lot in accordance with federal guidelines (US Flag Code) is encouraged. The flag of the United States should be made of materials appropriate for the symbol of our country.

16. LIGHTS: The design and location of all exterior lighting fixtures shall be subject to the approval of the ACC. Neither these nor any other illumination devices located anywhere on the structures or grounds of any Lot or ancillary buildings, poles, trees, etc. shall be located, directed or of such intensity as to affect adversely the enjoyment of any adjacent Property Owner.

17. HOLIDAY DECORATIONS: Notwithstanding anything to the contrary in this Declaration, holiday lighting and holiday decorations shall be permitted to be placed, installed, located, and/or erected upon the exterior portion of a Home or Owner's Lot prior to the related holiday and shall be taken down within one week after the holiday with the exception of the Thanksgiving to New Year's holiday period. For the Thanksgiving to New Year's holiday period, holiday lighting and holiday decorations may be placed, installed, located, and/or erected upon the exterior portion of a Home or Owner's Lot up to two (2) weeks before Thanksgiving and shall be removed in their entirety no later than January 15<sup>th</sup> of the next calendar year. In no way limiting the foregoing, the ACC may establish additional standards and/or rules and regulations regarding holiday lights and/or holiday decorations. The Association may require the removal of any holiday lighting that creates a nuisance, for example: unacceptable spillover to adjacent Lots, excessive noise, shining directly into or onto adjacent homes. All holiday decorations shall be in the spirit of the particular holiday and should be typical of what may be seen in a public display. No holiday decoration may be in any way offensive or inappropriate.

18. LANDSCAPING AND IRRIGATION: The ACC supports homeowner's improvement of the overall look of their Lot using typical plants seen in neighborhood nurseries, especially the use of native species to this area. Large-scale changes to the size of landscape planting beds shall be approved in writing by the ACC prior to the start of any work. 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 by keeping lawns and garden areas alive, free of weeds, and attractive. Shrubs and other plants located in front yards shall be kept trimmed and neat looking. Overgrown shrubs and plants are considered unattractive and may affect homes by increasing humidity levels in walls and/or damage roofing materials. Grass, plants and vegetation shall be cut as often as may be necessary to maintain the same in a neat and attractive condition. Grass growing onto or over sidewalks, driveways, and curbs shall be presumed to be unattractive.

Grass clippings from edging shall not be left in the streets, culverts or drains since drainage during rain will carry this debris into the detention ponds, increasing the yearly maintenance cost of the detention ponds. Leaving grass clippings that can be carried into the detention ponds will be subject to a fine.

Topography of each Lot must be maintained with proper grading and drainage such that runoff of water (rain or other precipitation, or manmade irrigation) does not cause undue erosion of the subject Lot or any other Lot, whether adjacent to the subject Lot or not, or to the Common Areas. Owners causing (either directly or indirectly) erosion or other incidental damage to personal or real property due to inadequate or defective grading or drainage measures on their own Lot, or because of excess runoff shall be liable to all such damaged parties for the replacement, repair and/or restoration of such damaged real or personal property.

In the event any Owner of any Lot fails to maintain the landscaping, grass or vegetation of a Lot in a manner consistent with the overall standard established within the Association and satisfactory to the Board and/or the ACC, the Board, after notice to the Owners or Tenant of the Lot, the Association, and after approval by a majority vote of the Board, shall have the right but not the obligation to exercise its rights to remedy to bring the Lot into compliance with this provision.

No tree having a diameter of six (6) inches or more (measured from a point two feet above ground level) shall be removed from any Lot without the express written approval from the ACC.

19. VEHICLE PARKING: All vehicles must be parked on driveway, approved parking pads or parked properly at the street curbs. No motor vehicles or non-motorized vehicle, boat trailer, recreational vehicle, bus, camper (on or off truck) of any kind may be parked on any Lot, easement, or right-of-way, unless such vehicle (a) is in operating condition; (b) has a current vehicle registration; and (c) is in regular use on streets and highways. No vehicle shall be parked so as to obstruct or block a sidewalk or any right-of-way designated by the City of Daphne. No vehicle shall be parked, even on a temporary basis, along any cul-de-sac that will hinder the safe, unrestricted passage of emergency vehicles or City of Daphne utility vehicles due to the cul-de-sac restrictive design. No vehicle shall be parked on any grassy area within the Subdivision unless it complies with Article 20: RECREATIONAL VEHICLES AND BOATS. Parking of any vehicle other than in a driveway or within a garage or carport or other paved area provided for parking is expressly prohibited. Furthermore, no owner shall park more cars, trucks or other vehicles on a Lot than a number that can be safely parked within the boundaries of the paved driveway of said residence without infringing on the sidewalk right-of-way.

No trucks, trailers, vans or other vehicles shall be allowed to park on any Lot in any manner that may create a nuisance to the neighborhood or impede other Lot owners from the use and enjoyment of their Lots, except the use by builders during major ACC approved construction and renovations projects.

The Association recognizes the occasional visit from friends or family visiting during special times, holiday or events, and highly recommends the Property Owner or tenant contact the Board regarding the expected additional parking in case the Board receives complaints from homeowners concerning the additional vehicle parking.

20. RECREATIONAL VEHICLES, BOATS AND OTHER SIMILAR VEHICLES: No boat, boat trailer, house trailer, horse trailer, camper, motor home, bus or any similar types of vehicles shall be parked or stored on any Lot unless housed in an enclosed garage or parked or stored in the rear yard on a parking pad which is shielded from view of the street and that has been approved by the ACC.

No boat twenty-five (25) feet in overall length or larger may be kept on any Lot in Subdivision and any smaller boat must be kept on a trailer in the rear yard of a Lot or within a garage or carport in such a manner that it is not visible from any public street.

Any boat, boat trailer, house trailer, horse trailer, camper, motor home, bus, or any similar types of vehicles may be parked on a driveway without blocking a sidewalk right-of-way or a the street curb for a period of time not to exceed 72 hours or seven days at different times in any calendar month, to clean, maintain, load for an upcoming vacation use, or similar activity.

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 Association may be towed by the Association at the sole expense of the Owner of such vehicle or recreational equipment. The Association shall also not be responsible for any damage that may occur to such vehicle, recreational equipment or Lot in the process of it being removed or towed from the Property.

21. UNLICENSED VEHICLES: No vehicle without current valid registration or licenses shall be kept or stored on any Lot in such a manner as to be a health or safety hazard or to create an annoyance or nuisance to the neighborhood and no such unlicensed vehicle shall be permitted on any Lot unless garaged or kept in the rear yard on a parking pad of such Lot and screened in such a manner as not to be visible from adjacent Lots or from any streets.

22. LEASING RESTRICTIONS: No Dwelling Unit or other structure shall be leased by the Property Owner for a lease term of less than six months, and only one primary family per Dwelling Unit shall be allowed. No boarders or persons with similar living arrangements shall be allowed. All leased properties shall be identified to the Board of Directors in writing by the Property Owner (Landlord) and shall include primary tenant's name(s), length of lease, and Property Owner's and tenant's contact information, including, but not limited to, telephone number(s) that is available to reach the Property Owner and tenants on an emergency basis and a working email address and mailing address, and such other information as the Board may reasonably require. The Owner must provide copies to the tenant/lessee of all Subdivision Governing Documents and ensure that the tenant/lessee has read and understand the contents of all of the Governing Documents.

23. RADIO AND TELEVISION ANTENNA: No exterior television, radio antenna, satellite dishes, or other apparatus for the reception of television, radio, satellite or other signals of any kind shall be placed, allowed, erected or maintained anywhere on a Lot without prior written approval of the ACC and any such antenna may not unreasonably interfere with the reception of television or radio signals upon any other Lot. Location of any television receiving dish or radio antenna must be in the rear yard, screened in such a manner as not to be visible from adjacent Lots or streets unless it is impossible to receive signals from said location. In the event requiring another location that is a visible location, approval must be obtained in writing by the ACC once supporting documentation is provided, as well as plans for as much screening as possible without interfering with reception. No antenna of any kind, which transmits television, radio, satellite or other signal of any kind, shall be placed, allowed, or maintained upon any portion of the Property unless specifically approved by the ACC. No radio antenna shall be located forward of the rear of a dwelling unit.

24. BASKETBALL HOOPS: It is the policy of the Association to allow Lot owners to install one basketball hoop on their Lot, however it also requires striking a balance between those owners who would like the opportunity to use their driveway or front yard for recreation and those owners who would rather not see what might be considered "unsightly" and can pose safety issues to the community. Furthermore, it is expected that owners be considerate of their neighbors and be aware of the impact of noise and on the appearance and value of the neighborhood.

All basketball hoops that are visible from the street or from adjoining Lots shall be mechanically sound, clean, and well maintained at all times. A net must be in place and intact. Owners may not permit hoops to become a safety concern, unsightly or a nuisance. The Board, in its sole judgment, may require the removal of such hoops to avoid damage to vehicles, plants or other items on adjacent property. The Lot owner is liable for any damage caused by a basketball hoop while in use/ operation or not.

#### Permanent Basketball Hoop

A permanent basketball hoop is defined as any basketball hoop that is either fixed to another structure or properly secured into the ground. A permanent basketball hoop is considered a permanent change to the exterior of a Lot owner's home or property due to its stationary installation and, therefore, requires advanced ACC approval prior to installation. A permanent basketball hoop erected without prior approval may not be approved after the fact. Any permanent basketball hoop installed prior to October 1, 2024 is deemed approved by the ACC unless a Lot owner receives a letter from the ACC regarding the installation. A permanent basketball hoop installed in a Lot owner's front yard shall be installed adjacent to and facing the driveway, and at least 20 feet back from the street.

#### Portable Basketball Hoop

A portable basketball hoop is defined as a stand-alone structure that includes a base, post, backboard and hoop that can be moved from one location to another. A portable basketball hoop is not a permanent structure and, therefore, does not require advanced ACC approval but shall meet the following requirements:

- a) Portable basketball hoops shall be of such quality to ensure the safety of players and others nearby.

- b) The base of a portable basketball hoops must be fully filled in accordance with the manufacturer's instructions when in use. The placement of heavy objects on top of the base to improve stability is unsightly and not allowed.
- c) Portable basketball hoops are not secured, so they pose certain dangers. For example, a portable basketball hoop in the driveway may be knocked over blocking a sidewalk or street creating an immediate hazard to pedestrians and vehicles. It is the Lot owner's responsibility to ensure a portable basketball hoop does not create a hazard to others.
- d) All portable basketball hoops due to the nature of being portable shall be secured anytime there is a threat of high winds or storms.

25. ENERGY CONSERVATION EQUIPMENT: No solar energy panels, attendant hardware or other energy conservation equipment shall be constructed or installed on the main residential dwelling, the garage or any out building without the prior written approval of the ACC. Among the considerations given by the ACC to the approval of energy conservation equipment will be its determination, in its sole opinion, as to whether the same are an integral and harmonious part of the architectural design of the structure to which such equipment is to be attached.

26. WINDOW AIR CONDITIONING UNITS: No window type air conditioners shall be permitted to be used, placed, or maintained that is visible from public view and shall require prior written ACC approval.

27. OIL OR GAS TANKS, SWIMMING POOL EQUIPMENT: No oil tanks or bottled tanks shall be allowed on any Lot or on the Common Areas, provided, however, four bottled natural gas tanks no larger than five (5) gallons in size may be kept on a Lot for the purpose of cooking with a gas grill or use with a heater and so long as said natural gas tanks are placed so they are not visible from any Common Area, road or adjoining property. All swimming pool equipment shall be placed in an area that is not visible from a Common Area, road, sidewalk or adjacent Lot.

28. REPAIRS AND HAZARDS: Any building or other improvement on any Lot that is destroyed partially or totally by fire, storm or other means shall be repaired or demolished within a reasonable period of time, and the land on which it was located restored to an orderly and attractive condition. Any damage which caused a dangerous or unsafe condition to persons or which are unsightly and which are not repaired within a reasonable time (in no event longer than 60 days) following notice, may be repaired or removed at the direction of the Association and the cost of such repairs or removal shall become a lien against the pertinent Lot to effect such repairs or removal shall not be deemed a trespass.

29. TRESPASS: Whenever the Association is permitted by this Declaration to correct, repair, clean, preserve, clear out or do any action on or to the Property or on the easement areas adjacent thereto, entering such Property and taking such action shall not be deemed a trespass.

30. INDEMNIFICATION: The Association shall indemnify every officer of the Board against any and all expenses, including attorney's fees, imposed upon or reasonably incurred by any officer in connection with any action, suit or other proceeding (including settlement of any suit or proceedings, if approved by the then Board) to which he or she may be a party by reason of being or having been an



officer on the Board. The officers shall not be liable for any mistake of judgment, negligent or otherwise, except for their own individual willful misfeasance, malfeasance, misconduct, or bad faith. The officers shall have no personal liability with respect to any contract or other commitment made by them, in good faith, on behalf of the Association (except to the extent that such officers may also be members of the Association), and the Association shall indemnify and forever hold each such officer free and harmless against any and all liability to others on account of any such contract or commitment, and any right to indemnification provided for herein shall not be exclusive of any other rights to which any officer or former officer may be entitled. The Association shall maintain adequate general liability and officers' liability insurance to fund this obligation, if such coverage is reasonably obtainable.

31. COMMON AREAS:

- a) The Association, subject to the rights of the Owners set forth in this Declaration, the Articles of Incorporation and the Bylaws, shall be responsible for the exclusive maintenance, management, and control of the Common Areas and all improvements thereon, and shall keep the Common Areas in good, clean, attractive, and sanitary condition, order, and repair pursuant to the terms and conditions of this Declaration. The Association has the right to restrict the use and govern the operation of the Common Areas by promulgating reasonable rules and regulations, including with respect to and Common Area facilities, the right to charge reasonable one-time or monthly fees, including insurance coverage, for the use thereof by the Owners as the Board deems necessary or appropriate. Rules and regulations may be established by the Board to regulate the use of the Common Areas. The Board may also suspend the use rights of any Owner of the Common Areas in the event of a failure to pay any Assessment within thirty (30) days of the applicable due date.
- b) Liability. Owners, occupants and their guests shall use and enjoy the Common Areas at their own risk and shall assume sole responsibility for their personal belongings. The Association and their respective officers, directors, employees, representatives and agents shall not be held liable for personal injury to any person, nor for loss or damage to personal belongings used on any of the Common Areas. The Association shall not be held liable for injury or damage to any person or property (a) caused by the elements or by an Owner of any other person, (b) resulting from any rain or other surface water that may leak or flow from any street, pipe, plumbing, drain, conduit, appliance, equipment, security system or utility line or facility, the responsibility for the maintenance of which is that of the Association, or (c) caused by any street, pipe, plumbing, drain, conduit, appliance, equipment, security system, utility line, facility or from any portion of the Common Areas, the responsibility for the maintenance of which is that of the Association, becoming out of repair. Nor shall the Association be liable to any Owner or occupant for loss or damage, by theft or otherwise, of any property of such Owner or occupant.

32. OIL DRILLING: No oil drilling, oil development operation, oil refining, quarrying or mining operations of any kind shall be permitted upon or on any Lot nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or on any Lot. No derrick or other structure designed for use in boring for oil or gas shall be erected, maintained or permitted upon any Lot.

33. EASEMENTS: Easements are reserved over and across all of the Lots in the Subdivision for the purpose of operating, maintaining, repairing, replacing and otherwise dealing with medians, landscaped areas, walls, detention pond or other Common Areas of the Subdivision and for the purpose of installing, repairing and maintaining electric power and other utilities or conveying such easements to public or private utilities providers for the installation, repair and maintenance of electric power and/or other utilities for the Lots in the Subdivision and all contracts and conveyances covering any of the Lots are hereby made subject to these easements. All easements shown on the recorded plat of Subdivisions are hereby adopted as part of these covenants.

34. TERM: These covenants and restrictions shall run with the land and shall be binding on all Lot owners and on all parties claiming under or through them, each of whom shall, by virtue of his or her acceptance or acquisition of title or other interest in any Lot, accept and agree to be bound by and to abide by all terms and provisions of these covenants, all of which shall be and remain in full force and effect for a period of twenty five (25) years from the date of this Declaration. After such time, said restrictions shall automatically be extended for successive periods of ten (10) years each unless otherwise provided in an instrument amending this Declaration in accordance with the provisions hereof.

35. AMENDMENT OR MODIFICATION OF RESTRICTIONS AND COVENANTS: Any or all of the restrictions or requirements hereinabove set forth may be annulled, amended, or modified at any time by a written instrument signed by a majority of Lot owners in accordance with the By-Laws of Canterbury Place Homeowners' Association and shall be filed for record in the Office of the Judge of Probate of Baldwin County, Alabama .

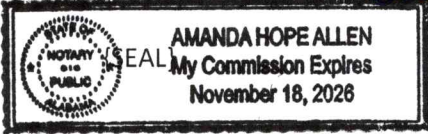
36. SEVERABILITY: The invalidation of any one of the provisions of this Declaration by judgment or court decree of a court of competent jurisdiction shall not in any way affect the validity of any other provision hereof, which such other provisions shall be deemed to remain in full force and effect.

Done on this the 23<sup>rd</sup> day of November 2024.

CANTERBURY PLACE HOMEOWNERS ASSOCIATION, INC.

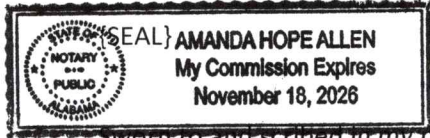
[Signature]  
President  
Miles Paisant

Sworn to and scribed in my presence this the 23<sup>rd</sup> day of November 2024  
Notary Public Signature: [Signature]  
Print Name: Amanda Hope Allen  
My commission Expires: November 18, 2026



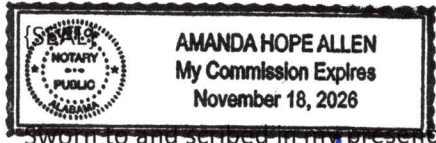
[Signature]  
Vice President  
Gary Strothman

Sworn to and scribed in my presence this the 23<sup>rd</sup> day of November 2024  
Notary Public Signature: [Signature]  
Print Name: Amanda Hope Allen  
My commission Expires: November 18, 2026



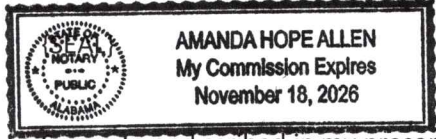
[Signature]  
ACC Chair  
Tom Neyhart

Sworn to and scribed in my presence this the 23<sup>rd</sup> day of November 2024  
Notary Public Signature: [Signature]  
Print Name: Amanda Hope Allen  
My commission Expires: November 18, 2026



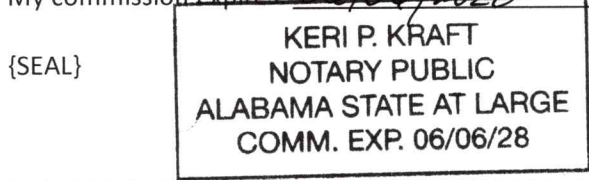
[Signature]  
Secretary  
Keri Kraft

Sworn to and scribed in my presence this the 23<sup>rd</sup> day of November 2024  
Notary Public Signature: [Signature]  
Print Name: Amanda Hope Allen  
My commission Expires: November 18, 2026



[Signature]  
Treasurer  
Amanda Allen

Sworn to and scribed in my presence this the 23<sup>rd</sup> day of NOVEMBER 2024  
Notary Public Signature: [Signature]  
Print Name: KERI P. KRAFT  
My commission Expires: 06/06/2028



THIS INSTRUMENT PREPARED BY: THOMAS L. NEYHART, 28644 CANTERBURY ROAD, DAPHNE, AL