

BALDWIN COUNTY, ALABAMA
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Cambridge Parke

Property Owner's Association

By-Laws & Covenants

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CAMBRIDGE PARKE PROPERTY OWNER'S ASSOCIATION (CPPOA)

INTRODUCTION

The Cambridge Parke Subdivision was incorporated in July, 2000 as a Non-Profit corporation and Articles of Incorporation were prepared and legally recorded in the Probate Court of Baldwin County. As a result, the Cambridge Parke Property Owner's Association (CPPOA) was established as a legal entity that includes a detailed set of legally binding By-Laws along with a compilation of protective covenants known as the Declaration of Covenants, Conditions and Restrictions (DCCR). The rules and covenants embedded within these documents are legally deeded into each lot within the subdivision.

The purpose of the CPPOA is to:

- Promote the health, safety and welfare of the residents within the Cambridge Parke
- To promote and help preserve the value of all property owners' investments within the subdivision.
- The consistent enforcement and maintenance of the Association's By-Laws and Protective Covenants.

The Association's By-Laws and DCCR provide for the overall governance, preservation and architectural control of the residential lots and common areas within Cambridge Parke.

The Association's Protective Covenants are specifically designed to:

- Prevent the improper use of lots that would depreciate property values
- Preserve the natural beauty of the subdivision
- Insure architectural control over the construction of attractive, well designed, properly-proportioned, and appropriate homes and other structures constructed of proper and suitable materials, with appropriate locations of the homes and other structures on the lots, to insure proper set-backs from streets and lot lines, and to provide adequate free space between structures.

The Association's business affairs, such as the landscape maintenance of common areas, enforcement of the Protective Covenants and assessment of fees are managed by an elected Board of Directors (BOD) consisting of five (5) association members, as required by the By-Laws.

In addition, the organization of the Board of Directors includes an Architectural Review Committee (ARC) that is authorized to exercise architectural control of the residential lots. This committee consists of three (3) appointed Association members. The ARC is authorized to ensure that new construction, improvements to existing homes and additions of such things as fences, swimming pools, storage buildings and patios comply with the restrictive covenants as set forth in the DCCR. The committee is also responsible for resolving neighborhood complaints of instances where violations of the restrictive covenants may exist.

**ARTICLES OF INCORPORATION
OF
CAMBRIDGE PARKE PROPERTY OWNER'S ASSOCIATION
(CPPOA)**

(A NONPROFIT CORPORATION)

The undersigned, acting as incorporator of a nonprofit corporation under the Code of Alabama (1975), as amended, adopts the following articles of incorporation for such nonprofit corporation:

FIRST: The name of the corporation is CAMBRIDGE PARKE PROPERTY OWNERS ASSOCIATION, INC., hereinafter referred to as the "Association."

SECOND: The period of its duration is perpetual.

THIRD: The Association does not contemplate pecuniary gain or profit to its members, and the specific purposes for which it is formed are:

- (A) Primarily to provide for government, preservation and architectural control of the residential Lots and Common Area within the property known as CAMBRIDGE PARKE SUBDIVISION, Baldwin County, Alabama concerning only the parts thereof Which are platted (including common areas) and recorded in the Baldwin County Probate Court.
- (B) To promote the health, safety and welfare of the residents and non-residential owners within the above-described property and any additions thereto as may be brought within the jurisdiction of the Association.
- (C) To be and constitute the Association described in the Declaration of Covenants, Conditions and Restrictions of CAMBRIDGE PARKE SUBDIVISION (hereinafter referred to as the "Declaration"), which Declaration is part of the records in the office of the Judge of Probate of Baldwin County, Alabama, and to perform all obligations and duties and to exercise all rights and powers of the Association as specified in the Bylaws of the Association, and as provided by all applicable statutes.
- (D) To engage in any lawful act or activity for which nonprofit corporations may be organized under the laws of the State of Alabama.

FOURTH: The powers of the Association shall include and be governed by the following provisions:

- (A) No member, director, or officer of the Association shall receive any distribution of the income or other assets of this Association.
- (B) The Association shall have all of the common law and statutory powers of a nonprofit corporation which are not in conflict with the terms of these Articles, the Declaration and the Bylaws of this Association.

(C) The Association shall exercise all the powers and privileges and perform all of the duties and obligations of the Association as set forth in these Articles, the Declaration and the Bylaws of this Association.

- (1) To fix, levy, collect, and enforce payment by any lawful means, all charges or assessments pursuant to the terms of the Declaration; to pay all expenses in connection therewith and all office and other expenses incident to the conduct of the business of the Association, including all licenses, taxes, or governmental charges levied or imposed against the property of the Association;
- (2) To manage, control, operate, maintain, repair, and improve property subject to the Declaration of any other property for which the Association by rule, regulation, Declaration, or contract has a right or duty to provide such services;
- (3) To acquire (by gift, purchase, or otherwise), own, hold, improve, build upon, operate, maintain, convey, sell, lease, transfer, dedicate for public use, or otherwise dispose of real or personal property in connection with the affairs of the Association;
- (4) To enforce covenants, conditions, or restrictions affecting any property to the extent the Association may be authorized to do so under the Declaration of Bylaws;
- (5) To borrow money for any purpose, as limited in the Bylaws, and with the assent of two-thirds (2/3) of each class of members, to mortgage, pledge, deed in trust, or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred;
- (6) To dedicate, sell, or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions.

FIFTH: The Association shall not have the authority to issue certificates or shares of stock, but shall be composed of members, subject to the following terms and conditions:

- (A) The Association shall have two classes of members, with the owner of each lot subject to the Declarant being a member of the Association and entitled to vote in accordance with the formula set forth in the Declaration.
- (B) Any change of member be evidenced by filing for record a deed or other appropriate instrument in the Office of the Judge of Probate of Baldwin County, Alabama, which deed or other instrument shall establish record title to a Lot or other real property subject to the Declaration, which deed or other instrument shall be deemed to qualify as written notice to the Association of such change in ownership. The Grantee designed in such deed or other instrument automatically becomes a member of the Association: the membership of the prior owner is contemporaneously terminated. The Grantor and Grantee must notify the Association of said change in ownership within thirty (30) days of said event, in writing. This requirement is in addition to the filing of deed or other instrument as herein stated.
- (C) The share of a member of the Association in the assets of said Association shall not be conveyed, assigned, hypothecated, sold, or transferred in any manner, except as an appurtenance of his Lot.

SIXTH: The business of the Association shall be managed by the Board of Directors of the Association. The names and addresses by the persons who are to serve as the initial Board of Directors are as follows:

GEORGE WOERNER
805A North McKenzie Street

Foley, Alabama 36535

ROGER WOERNER
805A North McKenzie Street
Foley, Alabama 36535

STEVE SCOPECCHI
805A North McKenzie Street
Foley, Alabama 36535

DAVID PARKER
805A North McKenzie Street
Foley, Alabama 36535

NORM MOORE
805A North McKenzie Street
Foley, Alabama 36535

There shall be five (5) directors on the Board of Directors for this organization. There will be an election conducted each year for succeeding Board of Directors. The specific method of election, term of office, removal and filing of vacancies with respect to the Board of Directors shall be as set forth in the Bylaws.

SEVENTH: The address of the initial registered office of the Association is 805A North McKenzie Street, Foley, Alabama 36535 and the name of its initial registered agent at such address is NORM MOORE.

EIGHTH: The name and address of the incorporator of this organization is:

WINDBIGLER, L.L.C.
805A North McKenzie Street
Foley, Alabama 36535

IN WITNESS WHEREOF, the incorporator has hereunto set its hand and seal the 17th day of July, 2000.

WINDBIGLER, L.L.C.

BY (Signature: George Woerner)
ITS Manager

STATE OF ALABAMA
COUNTY OF BALDWIN

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that George A. Woerner as Manager of WINDBIGLER, L.L.C., 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, in said capacity and with full authority, executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 17th day of July, 2000.

(Signature: Janice Gibson)
NOTARY PUBLIC

(NOTARY PUBLIC SEAL)

Notary public State of Alabama at Large
My Commission Expires: Aug. 21, 2002
Bonded thru Notary Public Underwriters

FORM 2

STATE OF ALABAMA

BALDWIN COUNTY

CERTIFICATE OF INCORPORATION

OF

CAMBRIDGE PARKE PROPERTY OWNERS ASSOCIATION, INC.

The undersigned, as Judge of Probate of Baldwin County, State of Alabama, hereby certifies that duplicate originals of Articles of Incorporation for the incorporation of CAMBRIDGE PARKE PROPERTY OWNERS ASSOCIATION, INC., DULY SIGNED PURSUANT TO THE PROVISION OF THE Alabama Non Profit Corporation Act have been received in this office and are found to conform to law.

ACCORDINGLY the undersigned, as such Judge of Probate, and by the virtue of the authority vested in him by law, hereby issues this Certificate of Incorporation of CAMBRIDGE PARKE OWNERS ASSOCIATION, INC.

And attaches hereto a duplicate original of the Articles of Incorporation.

GIVEN Under My Hand and Official Seal on this the 25th day of JULY, 2000.

(Signed: Adrian T. Johns)
Judge of Probate

THIS INSTRUMENT WAS PREPARED BY:

JULIAN B. BRACKIN
BRACKIN AND McGRIFF, P.C.
Post Office Box 998
Foley, Alabama 36536
334/943-4040

CAMBRIDGE PARKE PROPERTY OWNERS ASSOCIATION, INC

BY LAWS

ARTICLE I

Name, Principal Office and Definitions

1.01. Name. The name of the Association shall be CAMBRIDGE PARKE PROPERTY OWNERS ASSOCIATION, INC. (hereinafter sometimes referred to as the "Association").

1.02. Principle Office. The principle office of the Association in the State of Alabama shall be located at 805A North McKenzie Street, Foley, Alabama 36535. The Association may have such other offices, either within or without the State of Alabama, as the Board of Directors may determine or as the affairs of the Association may require.

1.03. Definitions. The words used in these Bylaws shall have the same meaning as set forth in that Declaration of Covenants, Conditions, and Restrictions for Cambridge Parke Subdivision (said Declaration, as amended, renewed or extended from time to time, is hereinafter sometimes referred to as the "Declaration") unless the context shall prohibit.

ARTICLE II

Association: Membership, Meetings, Quorum, Voting, Proxies

2.01. Membership. The Association shall have two (2) classes of membership, as more fully set forth in the Declaration, the term of which pertaining to membership are specifically incorporated herein by reference.

2.02. Place of Meetings. Meetings of the Association shall be held at the principle office of the Association or at such other suitable place convenient to the Members as may be designated by the Board of Directors either within the Properties or as convenient thereto as possible and practical. The place for meetings shall be determined at the initial meeting.

2.03. Annual Meetings. The first meeting of the Members, whether a regular or special meeting, shall be held within one (1) year from the date of incorporation of the Association Meetings shall be of the Voting Members or their alternates. The next annual meeting shall be set by the Board so as to occur no later than ninety (90) days after the closing of the Association's fiscal year. Subsequent regular annual meetings of the Voting Members shall be held within thirty (30) days of the same day of the same month of each year thereafter at an hour set by the Board. Subject to the foregoing, the annual meeting of the Voting Members shall be held at a date and time as set by the Board of Directors.

2.04. Special Meetings. The President may call special meetings. In addition, it shall be the duty of the President to call a special meeting of the Association if so directed by resolution of majority of a quorum of the Board of directors or upon a petition signed by Voting Members representing at least twenty (20%) percent of the total votes of the Association. The notice of any special meeting shall state the date, time and place of such meeting and the purpose thereof. No business shall be transacted at a special meeting except as stated in the notice.

2.05. Notice of Meeting. Written or printed notice stating the place, day, and hour of any meeting of the Voting Members shall be delivered, either personally, by mail or email, to each Voting Member entitled to vote at such meeting, not less than ten (10) nor more than fifty (50) days before the date of such meeting, by or at the direction of the President or the Secretary or the officer or persons calling the meeting. In the case of a special meeting or when required by statute or these Bylaws, the purpose or purposes for which the meeting is called shall be stated in the notice. No business shall be transacted at a special meeting except as stated in the notice. If mailed, the notice of a meeting shall be deemed to be delivered when deposited in the United States mail addressed to the Voting Members at his/her address as it appears on the records of the Association, with postage thereon prepared.

2.06. Waiver of Notice. Waiver of notice of meeting of the Voting Members shall be deemed the equivalent of proper notice. Any Voting Member may, in writing, waive notice of any such meeting of the Voting Members, either before or after such meeting. Attendance at a meeting by a Voting Member or alternate shall be deemed waiver by such Voting Member of notice of the time, date and place thereof, unless such Voting Member specifically objects to lack of proper notice at the time the meeting is called to order. Attendance at a special meeting shall also be deemed waiver of notice of all business transacted at such meeting unless object to the calling of convening of the meeting, of which proper notice was not given, is raised before the business is put to a vote.

2.07. Adjournment of Meetings. If any meeting of the Association cannot be held because a quorum is not present, a majority of the Voting Members who are present at such meeting, either in person or by alternate, may adjourn the meeting to a time not less than five (5) nor more than thirty (30) days from the time the original meeting was called. At the reconvened meeting at which a quorum is present, any business which might have been transacted at the meeting originally called may be transacted. If a time and place for reconvening the meeting is not fixed by those in attendance at the original meeting or if for any reason a new date is fixed for reconvening the meeting after adjournment, notice of the time and place for reconvening the meeting shall be given to Voting Members in the manner prescribed for regular meetings. The Voting Members present at the duly called or held meeting at which a quorum is present may continue to do business until adjournment, notwithstanding the withdrawal of enough Voting Members to leave less than a quorum, provided that Voting Members or their alternates representing at least twenty-five (25%) percent of the total votes of the Association remain present, and provided further that any action taken shall be approved by at least a majority of the Members required to constitute a quorum.

2.08. Voting. The voting rights of the Members shall be as set forth in the Declaration, and such voting rights provisions are specifically incorporated herein.

2.09. Proxies. Voting Members may vote by proxy through their designated alternates.

2.10. Majority. As used in these Bylaws, the term "majority" shall mean those votes, owners, or other group as the context may indicate totaling more than fifty (50%) percent of the total number.

2.11. Quorum. Except as otherwise provided in these Bylaws or in the Declaration, the presence in person or by alternate of the Voting Members representing one-third (1/3) of the total vote of the Association shall constitute a quorum at all meetings of the Association. Any provision in the Declaration concerning quorums is specifically incorporated herein.

2.12. Conduct of Meetings. The President shall preside over all meetings of the Association, and the Secretary shall keep the minutes of the meeting and record in a minute book all resolutions adopted at the meeting, as well as a record of all transactions occurring at such meeting.

2.13. Action Without a Meeting. Any action required by law to be taken at a meeting of the Voting Members, or any action which may be taken at a meeting of the Voting Members, may be taken without a meeting if a consent in writing setting forth the action so taken shall be signed by all of the Voting Members entitled to vote with respect to the subject Matter thereof, and such consent shall have the same force and effect as a unanimous vote of the Voting Members.

ARTICLE III

Board of Directors: Number, Powers, Meetings

A. Composition and Selection.

3.01. Governing Body: Composition. The affairs of the Association shall be governed by a Board of Directors, each of whom shall have one vote. Except as provided in Section 3.02 of this Article, the Directors shall be Members or spouses of such Members; provided, however, no person and his or her spouse may serve on the Board at the same time.

3.02. Directors. All Directors must be Members of the Association.

3.03. Number of Directors. There shall be five (5) Directors in the Association. The initial Board shall consist of five (5) members and are identified in the minutes of the first meeting of the Board.

3.04. Nomination of Directors. Except for the initial Directors, nominations for election to the Board of Directors shall be made by a Nominating Committee. The Nominating Committee shall be appointed by the Board of directors not less than thirty (30) days prior to each annual meeting of the Voting Members to serve from the close of such annual meeting until the close of the next annual meeting. The Nominating Committee shall make as many nominations for election to the Board of Directors as it shall in its discretion determine, but in no event less than the number of vacancies or terms to be filled. Nominations shall be permitted from the floor. All candidates shall have a reasonable opportunity to communicate their qualifications to the Members and to solicit votes.

3.05. Election and Term of Office. The initial terms of the Directors shall be fixed at the time of their election as they among themselves shall determine. So long as there are five (5) Directors,

the term of three (3) Directors shall be fixed at one (1) year and the term of two (2) Directors shall be fixed at (2) years. So long as there are five (5) or more Directors, there shall be concurrent terms for no less than two (2) members. At the expiration of the initial term of office of each respective member of the Board of Directors, a successor shall be elected to serve for a term of two (2) years. The members of the Board of Directors shall hold office until their respective successors shall have been elected by the Association.

3.06. Removal of Directors and Vacancies. Directors may be removed by a vote of a majority of the Voting Members present at a meeting called for that purpose for cause or no cause. Any Director whose removal is sought will be given notice prior to any meeting called for that purpose. A Director who was elected solely by the votes of Voting Members may be removed from office prior to the expiration of his/her term by the votes of a majority of Voting Members. In the event of death or resignation of a Director, his or her successor shall be selected by a majority of the remaining members of the Board and shall serve for the unexpired term of the predecessor.

3.07. Voting Procedure for Directors. The first election of the Board shall be conducted at the first meeting of the Association. At such election, the Voting Members may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Declaration. Votes shall be cast as provided in Section 3.07. The persons receiving the largest number of votes shall be elected.

B. Meetings.

3.08. Organization Meetings. The first meeting of the members of the Board of Directors following each annual meeting of the membership shall be held within ten (10) days thereafter at such time and place as shall be fixed by the Board.

3.09. Regular Meetings. Regular meetings of the Board of Directors may be held at such time and place as shall be determined from time to time by a majority of the Directors, but at least two (2) such meetings shall be held during each fiscal year with at least one (1) every six months. Notice of the time and place of the meeting shall be communicated to Directors not less than four (4) days prior to the meeting; provided, however, notice of a meeting need not be given to any Director who has signed a waiver of notice or written consent to holding of the meeting.

3.10. Special Meetings. Special meetings of the Board of Directors shall be held when called by written notice signed by the President, Vice President, or Secretary of the Association, or by any two (2) directors. The notice shall specify the time and place of the meeting and the nature of any special business to be considered. The notice shall be given to each Director by one of the following methods: (a) by personal delivery (b) by written notice by first class mail, postage prepaid; (c) by telephone communication, either directly to the Director or to a person at the Director's office or home who would reasonably be expected to communicate such notice promptly to the Director; (d) by telegram, charges prepaid, or (e) by email. All such notices shall be given at the Director's telephone number or sent to the Director's address as shown on the records of the Association. Notices sent by first class mail shall be deposited into a United States mailbox at least seven (7) days before the time set for the meeting. Notices given by personal delivery, telephone, or telegraph shall be delivered, telephoned, or given to the telegraph company at least ninety-six (96) hours before the time set for the meeting.

3.11. Waiver of Notice. The transactions of any meetings of the Board of Directors, however called and noticed or wherever held, shall be as valid as though taken at a meeting duly held after regular call and notice if (a) a quorum is present, and (b) either before or after the meeting each of the Directors not present signs a written waiver of notice, a consent to holding the meeting, or an approval of the minutes. The waiver of notice or consent need not specify the purposes of the meeting. Notice of a meeting shall also be deemed given to any Director who attends the meeting without protesting before or at its commencement about the lack of adequate notice.

3.12. Quorum of Board of Directors. At all meetings of the Board of Directors, a majority of the Directors shall constitute a quorum for the transaction of business, and the votes of a majority of the Directors present at a meeting at which a quorum is present shall constitute the decision of the Board of Directors. A meeting at which a quorum is initially present may continue to transact business, notwithstanding the withdrawal of Directors, if any action taken is approved by at least a majority of the required quorum for that meeting. If any meeting of the Board cannot be held because a quorum is not present, a majority of the Directors who are present at such meeting may adjourn the meeting to a time not less than five (5) nor more than thirty (30) days from the time the original meeting was called. At the reconvened meeting at which a quorum is present, any business which might have been transacted at the meeting originally called may be transacted without further notice.

3.13. Compensation. No Director shall receive any compensation from the Association for acting as such unless approved by Voting Members representing a majority of the total vote of the Association at a regular or special meeting of the Association.

3.14. Conduct of Meeting. The President shall preside over all meetings of the Board of Directors, and the Secretary shall keep a minute book of the Board of Directors, recording therein all resolutions adopted by the Board of Directors and a record of all transactions and proceedings occurring at such meetings.

3.15. Open Meetings. Subject to the provisions of 3.17 of this Article, all meetings of the Board shall be open to all Members, but Members other than Directors may not participate in any discussion or deliberation unless expressly so authorized by a majority of a quorum of the Board.

C. Powers and Duties.

3.16. Powers. The Board of Directors shall be responsible for the affairs of the Association and shall have all of the powers and duties necessary for the administration of the Association's affairs and, as provided by law, may do all acts and things as are not by the Declaration, Articles, or these Bylaws directed to be done and exercised exclusively by the Members. The Board of Directors shall delegate to one (1) of its members the authority to act on behalf of the Board of Directors on all matters relating to the duties of the Managing Agent or Manager, if any, which might arise between meetings of the Board of Directors. In addition to the duties imposed by these Bylaws or by any resolution of the Association that may be hereafter adopted, the Board of Directors shall have the power to take and be responsible for the following actions, by way of explanation, but no limitation:

(a) Preparation and adoption of an annual budget in which there shall be established the contribution of each Owner to the Common Expenses;

(b) Making assessments to defray the Common Expenses, establishing the means and methods of collecting such assessments, and establishing the period of the installment payments of the annual assessment, provided, unless otherwise determined by the Board of Directors, the annual assessment for each Unit's proportionate share of the Common Expenses shall be payable in equal monthly installments, each such installment to be due and payable in advance on the first day of each month for said month;

(c) Providing for the operation, care, upkeep, and maintenance of all of the Area of Common Responsibility;

(d) Designating, hiring, and dismissing the personnel necessary for the maintenance, operation, repair and replacement of the Association, its property, and the Area of Common Responsibility and, where appropriate, providing for the compensation of such personnel and for the purchase of equipment, supplies, and material to be used by such personnel in the performance of their duties;

(e) Collecting the assessments, depositing the proceeds thereof in a bank depository which it shall approve, and using the proceeds to administer the Association; the reserve fund may be deposited, in the Directors' best business judgement, in depositories other than banks;

(f) Making and amending rules and regulations;

(g) Opening of bank accounts on behalf of the Association and designating the signatories required;

(h) Making or contracting for the making of repairs, additions, and improvements to or alterations of the Common Area in accordance with the other major provisions of Declarant and these Bylaws after damage or destruction by fire or other casualty;

(i) Enforcing by legal means the provisions of the Declaration, these Bylaws, and the rules and regulations adopted by it and bringing any proceedings which may be instituted on behalf of or against the Owners concerning the Association;

(j) Obtaining and carrying insurance against casualties and liabilities, as provided in the Declaration, and paying the premium cost thereof;

(k) Paying the cost of all services rendered to the Association or its Members and not chargeable to Owners;

(l) Keeping books with detailed accounts of the receipts and expenditures affecting the Association and its administration, specifying the maintenance and repair expenses and any other expenses incurred. The said books and vouchers accrediting the entries thereupon shall be available for examination by the Owners and mortgagees, their duly authorized agents, accountants, or attorneys, during general business hours or working days at the time and in a manner that shall be set and announced by the Board of Directors for the general knowledge of the owners. All books and records shall be kept in accordance with generally accepted accounting practices;

(m) Make available to any prospective purchaser of a Residential Unit, any Owner of a Residential Unit, any first mortgagee, and the holders, insurers, and guarantors of a first mortgage of any Residential Unit, current copies of the Declaration, the Articles of Incorporation, the Bylaws, rules governing the Residential Unit and, as it may apply, the Land Segment, or any Sub-district, or other residential association, and all other books, records, and financial statements of the Association; and

(n) Permit utility suppliers to use portions of the Common Area reasonably necessary to the ongoing development or operation of the Properties.

3.17. Management Agent.

(a) The Board of Directors may employ for the Association a professional management agent or agents at a compensation established by the Board of Directors to perform such duties and services as the Board of Directors shall authorize. The Board of Directors may delegate to

the managing agent or manager, subject to the Board's supervision, all of the powers granted to the Board of Directors by the Bylaws, other than the powers set for in subparagraph (a), (b), (f), (g) and (i) of Section 3.18 of this Article.

(b) No management contract may have a term in excess of one (1) year and must permit termination by either party without cause and without termination fee on ninety (90) days' or less written notice.

3.18. Accounts and Reports. The following management standards of performance will be followed unless the Board by resolution specifically determines otherwise:

(a) Accrual accounting, as defined by generally accepted accounting principles, shall be employed;

(b) Accounting and controls should conform with established AJCPA guidelines and principals, which require, without limitation (1) disbursements by check requiring two (2) signatures.

(c) Cash accounts of the Association shall not be commingled with any other accounts;

(d) No remuneration shall be accepted by the Managing Agent from vendors, independent contractors, or others providing goods or services to the Association, whether in the form of commissions, finder's fees, service fees, prizes, gifts, or otherwise anything of value received shall benefit the Association;

(e) Any financial or other interest which the Managing Agent may have in any firm providing goods or services to the Association shall be disclosed promptly to the Board of Directors; and

(f) Semi-annual financial reports shall be prepared for the Association containing:

(i) An Income Statement reflecting all income and expense activity for the preceding six (6) months on an accrual basis;

(ii) An Account Activity Statement reflecting all receipt and disbursement activity for the preceding six (6) months on an accrual basis;

(iii) An Account Status Report reflecting the status of all accounts in an "actual" versus "approved" budget format with a Budget Report reflecting any actual or pending obligations which are in excess of budgeted amounts by an amount exceeding the operating expenses or ten (10%) percent of a major budget category (as distinct from a specific line item in an expended chart of accounts);

(iv) A Balance Sheet as of the last day of each semi-annual period;

(v) A Delinquency Report listing all owners who have been delinquent during the preceding three (3) month period in paying the monthly installments of assessments and who remain delinquent at the time of the report and describing the status of any action to collect such installments which remain delinquent (a monthly installment of the assessment shall be considered to be delinquent on the fifteenth (15th) day of each month); and

(vi) An Annual Report consisting of at least the following shall be distributed within one hundred twenty (120) days after the close of the fiscal year: (1) a balance sheet as of the end of the fiscal year; (2) an operating (income) statement for the fiscal year; and (3) a statement of changes in financial position for the fiscal year. Ordinarily, the Annual Report referred to above shall be prepared by an independent accountant for any fiscal year in which the gross income to the Association exceeds Seventy-five Thousand Dollars (\$75,000.00). If said report is not prepared by an independent accountant, it shall be accompanied by the certificate of an authorized officer of the Association that the statements were prepared without audit from the books and records of the Association.

3.19. Borrowing. The Board of Directors shall have the power to borrow money for the purpose of repair or restoration of the Common Area and facilities without the approval of the

Voting Members of the Association; provided, however, the Board shall obtain Voting Members' approval in the same manner provided in the declaration for the special assessments in the event that the proposed borrowing is for the purpose of modifying, improving, or adding amenities, and the total amount of such borrowing exceeds or would exceed twenty-five (25%) percent of the budgeted gross expenses of the Association for that fiscal year.

3.20. Rights of the Association. With respect to the Common Areas or other Association responsibilities owed, and in accordance with the Articles of Incorporation and Bylaws of the Association, the Association shall have the right to contract with any person for the performance of various duties and functions. Without limiting the foregoing, this right shall entitle the Association to enter into common management, operational, and other agreement with trusts, condominiums, cooperatives, or neighborhood and other homeowners or residents associations, both within and without the Properties. Such agreements shall require the consent of two-thirds (2/3) of all Directors of the Association.

3.21. Hearing Procedure. The Board shall not impose a fine or suspend voting rights unless and until the following procedure is followed:

(a) Demand. Written demand to cease and desist from an alleged violation shall be served upon the alleged violator specifying:

- (i) The alleged violation;
- (ii) The action required to abate the violation; and
- (iii) A time period, not less than ten (10) days, during which the violation may be abated without further sanction, if such violation is a continuing one, or a statement that any further violation of the same rule may result in the imposition of a sanction after notice and hearing if the violation is not continuing.

(b) Notice. At any time within twelve (12) months of such demand, if the violation continues past the period allowed in the demand for abatement without penalty or if the same rule is subsequently violated, the Board or its delegate shall serve the violator with written notice of a hearing to be held by the Covenants Committee (as described in Section 5.02 of Article V hereof) in executive session. The notice shall contain:

- (i) The nature of the alleged violation;
- (ii) The time and place of the hearing, which time shall not be less than ten (10) days from the giving of the notice;
- (iii) An invitation to attend the hearing and produce any statement, evidence, and witness on his or her behalf; and
- (iv) The proposed sanction to be imposed.

(c) Hearing. The hearing shall be held in executive session pursuant to this notice affording the Member a reasonable opportunity to be heard. Prior to the effectiveness of any sanction hereunder, proof of notice and the invitation to be heard shall be placed in the minutes of the meeting, the Declaration shall be complied with. Such proof shall be deemed adequate if a copy of the notice, together with a statement of the date and manner of delivery, is entered by the officer, Director, or agent who delivered such notice. The notice requirement shall be deemed satisfied if the alleged violator appears at the meeting. The minutes of the meeting shall contain a written statement of the results of the hearing and sanction, if any, imposed.

(d) Appeal. Following a hearing before the Covenants Committee, the violator shall have the right to appeal the decision to the Board of Directors. To perfect this right, a written notice of appeal must be received by the Manager, President, or Secretary of the Association within thirty (30) days after the hearing date.

ARTICLE IV

Officers

4.01. **Officers.** The officers of the Association shall be a President, Vice President, Secretary and Treasurer. The Board of Directors may elect such other officers, including one or more Assistant Secretaries and one or more Assistant Treasurers, as it shall deem desirable, such officers to have the authority and perform the duties prescribed from time to time by the Board of Directors. Any two or more offices may be held by the same person, excepting the offices of President and Secretary. The President and Treasurer shall be elected from among the member of the Board of Directors.

4.02. **Election, Term of Office and Vacancies:** The officers of the Association shall be elected annually by the Board of Directors at the first meeting of the Board of Directors following each annual meeting of the Voting Members, as herein set forth in Article III.. A vacancy in any office arising because of death, resignation, removal, or otherwise may be filled by the Board of Directors for the unexpired portion of the term.

4.03. **Removal.** Any officer may be removed by the Board of Directors whenever in its judgment the best interests of the Association will be served thereby.

4.04. **Powers and Duties.** The officers of the Association shall each have such powers and duties as generally pertain to their respective offices, as well as such powers and duties as may from time to time be specifically conferred or imposed by the Board of Directors. The President shall be the chief executive officer of the Association. The Treasurer shall have the primary responsibility for the preparation of the budget as provided for in the Declaration and may delegate all or part of the preparation and notification duties to a finance committee, management agent, or both.

4.05. **Resignation.** Any officer may resign at any time by giving written notice to the Board of Directors, the President, or the Secretary. Such resignation shall take effect on the date of the receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

4.06. **Agreements, Contracts, Deeds, Leases, Checks, Etc.** All agreements, contracts, deeds, leases, checks, and other instruments of the Association shall be executed by at least two (2) officers or by the President and Treasurer or by such other person or persons as may be designated by resolution of the Board of Directors.

ARTICLE V

Committees

5.01. **General.** Committees to perform such tasks and to serve for such periods as may be designated by a resolution adopted by a majority of the Directors present at a meeting at which a quorum is present are hereby authorized. Such committees shall perform such duties and have such powers as may be provided in the resolution. Each committee shall be composed as required by law and shall operate in accordance with the terms of the resolution of the Board of Directors designating the committee or with rules adopted by the Board of Directors.

5.02. Covenants Committee. The Board of Directors may appoint a Covenants Committee consisting of at least five (5) and no more than seven (7) members. Acting in accordance with the provisions of the Declaration, these Bylaws, and resolutions the Board may adopt, the Covenants Committee shall be the hearing tribunal of the Association.

ARTICLE VI

Miscellaneous

6.01. Fiscal Year. The initial fiscal year of the Association shall be set by resolution of the Board of Directors.

6.02. Parliamentary Rules. Except as may be modified by Board resolution establishing modified procedures, Robert's Rules of Order (current edition) shall govern the conduct of Association proceedings when not in conflict with Alabama law, the Articles of Incorporation, the Declaration, or these Bylaws.

6.03. Conflicts. If there are conflicts or inconsistencies between the provisions of Alabama law, the Articles of Incorporation, the Declaration, and these Bylaws, the provision of Alabama law, the Declaration, the Articles of Incorporation, and the Bylaws (in that order) shall prevail.

6.04. Books and Records.

(a) Inspection by Members and Mortgagees. The Declaration and Bylaws, membership register, membership register, books of account, and minutes of meetings of the Members, the Board, the committees shall be made available for inspection and copying by any mortgagee, Member of the Association, or by his or her duly appointed representative at any reasonable time and for a purpose reasonably related to his or her interest as a Member at the office of the Association or at such other place within the Properties as the Board shall prescribe.

(b) Rules of Inspection. The Board shall establish reasonable rules with respect to:

- (i) Notice to be given to the custodian of the records;
- (ii) Hours and days of the week when such an inspection may be made; and
- (iii) Payment of the cost of reproducing copies of documents requested.

(c) Inspection by Directors. Every Director shall have the absolute right at any reasonable time to inspect all books, records, and documents of the Association and the physical properties owned or controlled by the Association. The right of inspection by a Director includes the right to make extracts and a copy of relevant documents at the expense of the Association.

6.05. Notices. Unless otherwise provided in these Bylaws, all notices, demands, bills, statements, or other communications under these Bylaws shall be in writing and shall be deemed to have been duly given if delivered personally or if sent by registered or certified mail, return receipt requested, first class postage prepaid.

(a) If to a Member, at the address which the Member has designated in writing and filed with the Secretary, or, if no such address has been designated, at the address of the Residential Unit of such owner; or

(b) If to the Association, the Board of Directors, or the Managing Agent, at the principal office of the Association or the Managing Agent, if any, or at such other address as shall be designated by the notice in writing to the Owners pursuant to this Section.

6.06. Amendment. These Bylaws may be amended only by the affirmative vote (in person or by alternate) or written consent of Voting Members representing seventy-five (75%) of

Members. However, 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 the clause. Any amendment must be recorded in the Probate Records of Baldwin County, Alabama.

END

9SUPPLEMENTED, RESTATED AND AMENDED

**Declaration of Covenants,
Conditions and
Restrictions**

for

**Cambridge
Parke**

Subdivision

WHEREAS, The original DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR CAMBRIDGE PARKE SUBDIVISION was recorded by the Declarant as Instrument #550988 in the Public Records of Baldwin County Alabama on June 22, 2000, and

WHEREAS Article Seven and Article Nine provides that the said Declaration of Covenants, Conditions and Restrictions may be supplemented, restated and amended by the Declarant in accordance with said Articles,

NOW THEREFORE Declarant does hereby record and publish this document as the Supplemented, Restated and Amended Declaration of Covenants, Conditions and Restrictions of Cambridge Parke Subdivision to take effect immediately upon the recordation in the public records of Baldwin County, Alabama.

WHEREAS the undersigned WINDBIGLER L.L.C., (hereinafter referred to as "DECLARANT") is the owner of real property in the County of Baldwin, State of Alabama, described as follows:

Legal Description attached on EXHIBIT A

WHEREAS said property (hereinafter sometimes called the "Subdivision") has been subdivided into one hundred ten (110) residential lots in the manner indicated on EXHIBIT B, attached; and

WHEREAS, said Subdivision shall be developed in three or more phases as follows:

Phase I	10 Lots
Phase II	32 Lots
Phase III	24 Lots
Phase IV	1 or more Lots not to exceed 112 cumulative

WHEREAS, DECLARANT desires to place certain protective covenants, restrictions, conditions and reservations hereinafter set forth (herein collectively called "protective covenants") upon said property and the future use thereof to protect the Owner or Owners of each lot against such improper use of surrounding lots as might depreciate the value of the respective properties, to preserve, so far as practicable, the natural beauty of such lots, to insure the erection thereon of attractive, well designed, properly-proportioned, and appropriate homes and other structures constructed of proper and suitable materials, with appropriate locations of such homes and other structures on the lots, to insure proper set-backs from streets and lot lines, to provide adequate free space between structures, and in general to assure the best use and most appropriate development and improvement of the Subdivision and of each lot therein;

NOW THEREFORE, DECLARANT does hereby declare that all of the lots in the Subdivision shall be held, conveyed and leased subject to the following restrictions, conditions, covenants and agreements, all of which shall run with the land and shall be binding on all parties having or acquiring any right, title or interest in the affected lands or any part thereof.

ARTICLE ONE

DEFINITIONS:

1.01. "Association" shall mean and refer to Cambridge Parke Property Owners Association, Inc., its successors and assigns.

1.02. "Owner" shall mean and refer to the record owner, whether one or more persons or entities a fee simple title to any lot that is part of the Subdivision, excluding those having such interest merely as security for the performance of an obligation.

1.03. "Subdivision" shall mean and refer to the land consisting of lots one (1) through ten (10) in Phase I, and lots eleven (11) through forty-two (42) in Phase II, as shown on those plats recorded at Slides 2024B and 2024C and lots forty-three (43) through sixty-six (66) in Phase III, as shown on those plats recorded at Slide 2191A, and lots sixty seven (67) through one hundred twelve (112) as shown in the records of the Judge of Probate of Baldwin County, together with such additional land, if any, as may hereinafter be brought within the scope of this Declaration.

1.04. "Common Area" shall mean and refer to all property (including the improvements thereto) owned by the Association for the common use and enjoyment of the Owners. No property shall be Common Area until the property is conveyed to the Association.

1.05. "Lot" shall mean and refer to any and each lot included in those plats recorded in the public records and included within the legal description of this declaration, together with such additional land, if any, as may hereinafter be brought within the scope of this Declaration.

1.06. "Declarant" shall mean and refer to Windbigler L.L.C., an Alabama Limited Liability Company, its successors and assigns.

1.07. "Improvement" shall mean and include all buildings, roof structures, parking areas, loading areas, fences, walls, hedges, mass plantings, poles, driveways, grading and site preparation work, concrete or asphalt pads, detention areas, parks, swimming pools, signs, utility connections, exterior illumination, changes in exterior color or shape and any new exterior construction or exterior improvement that may not be included in any of the foregoing. Improvement includes original improvements and later changes and improvements, including changes in exterior color.

ARTICLE TWO

ARCHITECTURAL REVIEW COMMITTEE.

2.01 ESTABLISHMENT OF THE ARC The original ARC was established on July 1, 2000 by the Declaration of Covenants, Conditions and Restrictions (DCCR), Article II, governing the CPPOA (the Association) and consisted of three (3) Association members appointed by the then Declarant.

Control of the ARC resided solely with the Declarant, in this case Windbigler LLC and included the authority to select, appoint and replace members of the ARC.

The ARC was a distinct and separate entity within the CPPOA that was not directly controlled or administered by either the Board of Director's or the Association members.

In 2006 the Declarant transferred the oversight of the ARC from the Declarant to the Cambridge Parke Property Owner's Association (CPPOA) in compliance with Article II, Section 2.01, of the DCCR. At that time the three (3) positions on the ARC became elective, requiring a majority approval by the Association members. However, all other duties and authority remained solely with the ARC.

On November 24, 2011 the ARC under Article II, Section 2.07 of the DCCR proposed and the Board accepted transfer of ARC authority to the Board. In the annual meeting held in January of 2012 (for review of 2011 Association activities) a majority of Association members present approved the transfer of oversight of the ARC to the Board of Directors.

The Association members now exercise control over the ARC indirectly, through their authority to elect the members of the Board of Directors, who in turn oversee the activity of the ARC as an established committee of the board.

2.02 ARC OVERSIGHT, REPORTING AND RESPONSIBILITIES The Board of Directors has the responsibility to oversee the activities and administration of the Architectural Review Committee.

As a committee of the Board of Directors, the ARC reports directly to the board.

The ARC has the duties, rights, powers and authority as set forth in The Declaration of Covenants, Conditions and Restrictions (DCCR), Article II, Sections 2.01 through 2.20

2.03 COMPOSITION AND SELECTION OF ARC MEMBER The ARC is composed of three (3) Association members that shall be appointed by a majority vote of the Board of directors to serve 2-year concurrent terms.

2.04 VACANCIES Vacancies on the ARC, however caused, shall be filled by a majority vote of the Board of Directors for the period of the unexpired term of the member being replaced.

2.05 REMOVAL The Board of Directors has the authority to remove a duly appointed member of the ARC by a majority vote of the Board.

2.06 APPEALS The Board of Directors has the final authority to rule by majority vote on all appeals by the Association members when the ARC denies approval of an application. The Board has the authority to uphold the decision of the ARC, overrule it or put forth a compromise, depending on the circumstances.

2.07 Function of the ARC No Improvement (as defined herein) shall be commenced, erected, placed, maintained or permitted to remain on any portion of any Lot until plans and specifications in such form and detail as the ARC may deem necessary shall be submitted and approved in writing by the ARC. The ARC shall have the power, but not the obligation, to employ professional consultants to assist it in discharging its duties and shall have the right to charge any applicant a reasonable fee to defray its cost of reviewing such plans and specifications. The decision of the ARC, with the Board's approval, shall be final, conclusive and binding upon the applicant.

2.08 Address. The physical address of the ARC shall be the same as the official address of the Cambridge Parke Property Owner's Association, which is 713 Edinburgh Avenue, the address of the current President, as of January 31, 2017.

2.09 Duties. It shall be the duty of the ARC to receive, consider, and with the Boards approval, act upon all proposals, plans, specifications, complaints, requests for determination, or other matters submitted pursuant to the terms of this Declaration, and to carry out all other duties imposed on it by this Declaration. The ARC, may, but need not, hire specialized consultants and incur reasonable expenses to aid it in reviewing plans and their incidents.

2.10 Meetings. The ARC shall meet from time to time as necessary to perform its duties hereunder. Subject to provisions of Section 2.03 above, and except as otherwise provided herein, the vote or written consent of a majority of the Regular Members at a meeting or otherwise, shall constitute the act of the ARC. The ARC shall keep and maintain written records of all actions taken by it at such meetings or otherwise.

2.11 Action Without Formal Meeting. The ARC, in accordance with Section 2.03 and 2.11 hereof, may take action without formal meeting by unanimously consenting in writing on any matter that they might consider at a formal meeting. Such unanimous written consent shall constitute the act of the ARC. For the purpose thereof, unanimous written consent shall mean a writing by the Regular Members of the ARC except as the provisions of Section 2.03 may apply.

2.12 Procedure for Submission and Approval by ARC. Submission to and approval by the ARC of proposed Improvements shall be in accordance with the Rules promulgated by the ARC, as authorized by Section 2.14 hereof. If the ARC fails to approve or disapprove any material submitted to it hereunder within thirty (30) days after the date shown on the submittal receipt or to give notice of its actions as above required, the ARC's approval shall not be necessary, provided, however, that the failure to approve or disapprove within such thirty (30) days shall not relieve submitting Owners from the obligation to conform the Improvement to the provisions contained in the other Articles of this Declaration.

2.13 Waiver and Estoppel. The approval of the ARC of any plan, specifications or drawings or any materials accompanying same for matters requiring approval of the ARC shall not be deemed a waiver of, or create any right of estoppel against, the ARC's right to withhold approval of any similar plan, drawing, specification or materials subsequently submitted for approval.

2.14 ARC Rules.

(a) The ARC shall have the authority to adopt, amend, add to, replace and rescind, from time to time, procedural or substantive rules to make more definite and certain, and to implement the purpose of and intent of the provisions of this Declaration. Any conflict between such rule and any provision of this Declaration shall be resolved in favor of the provision of this Declaration. A copy of such rules, as in effect from time to time, shall be provided to any Owner requesting the same in writing.

(b) Approval of plans and specifications shall be based on, among other things, adequacy of site dimensions, conformity and harmony of external design and of location with neighboring structures and sites, relation of finish grades and elevation to neighboring sites, conformity to both the specific and general intent of the Declaration and whether they reflect attractive, well-designed, properly proportioned houses of suitable materials, situated on lots

landscaped to preserve, protect, and enhance the ecological and aesthetic environments. If plans and specifications are not sufficiently complete or are otherwise inadequate, the ARC may reject them totally or may approve or disapprove part, conditionally or unconditionally, and reject the balance.

2.15 Content of Plans and Specifications. Two sets of plans and specifications prepared by a licensed architect or qualified planner approved by the ARC shall be submitted and approved prior to commencement of construction. Plans and specifications to be submitted and approved shall include, as a minimum, the following:

(a) A site plan showing the location of all proposed Improvements, structures, walks, patios, driveways, fences and walls and a lot grading plan. Lot drainage provisions shall be indicated as well as cut and fill details if any appreciable change in the Lot contour is contemplated. Lot Owners shall be responsible to set improvements and lot contours at finish grades that are not conducive to damage to the improvements or to the property of other lot owners or to common property;

(b) Exterior elevations, exterior materials, colors, textures and shapes;

(c) Landscaping plans, including walkways, fences and walls, elevation changes, and watering systems

(d) Driveway size and location, keeping in mind that driveways should not face one another between two separate lots.

The ARC may keep a copy of such plans until construction is completed.

2.16 Completion of Construction All applications submitted to the ARC, upon approval shall have a period of 6 months in which to begin the project, and must be completed within 1 year by calendar date of the application's approval date. Under unusual conditions, approved by the ARC, an extension of time may be granted. If no extension is granted and the project is not completed within the time frames noted above, applicant must submit a follow-up application to justify the need for more time to complete the project.

2.17 Decisions Conclusive. All decisions of the ARC, with the Board's approval, shall be final and conclusive, and no Owner or any other person, association or entity shall have any recourse against the ARC, or any member thereof, for its or such member's approval or refusal to approve all or any portion of any submitted materials, or for any other decision rendered under the authority of this Declaration.

2.18 Liability. Neither the ARC nor any member thereof shall be liable to any Owner or any other person, Association or entity, for any damage, loss or prejudice suffered or claimed on account of: (i) the approval or disapproval of any submitted materials, whether or not defective; (ii) the construction or performance of any work, whether or not pursuant to approved materials; (iii) the development of the Lot; (iv) the structural capacity of safety features of any proposed Improvements; (v) whether or not the location of the proposed Improvement on the building site is free from possible hazards from flooding or from any other possible hazards whether caused by conditions occurring either upon or off the Property; (vi) soil erosion causing sliding conditions; (vii) any decision made or action taken or omitted to be taken under the authority of this Declaration; or (viii) the execution and filing of any estoppel certificate, whether or not the facts therein are correct;

provided, however, that with respect to the liability of a member, such member has acted in good faith on the basis of such information as may be possessed by such member. Without in any way limiting the generality of any of the foregoing provisions of this Section, the ARC, or any member thereof, may, but is not required to, consult with or determine the view of any other Owner with respect to any materials submitted to the ARC.

2.19 Modifications and Waivers. Upon such terms and conditions, upon the payment of such fees or expenses, and for such procedures as it may prescribe, the ARC may, but is not required to, adopt, review and approve or disapprove, in whole or in part, with or without conditions, applications for the modification or waiver of any requirement of Article Two or Article Three of this Declaration, or of the ARC rules applicable to any Improvement or use of, in, on or abutting any Lot. Such applications shall contain such information as the ARC may prescribe and shall affirmatively show that the application of such requirements, under the circumstances, creates unnecessary and undue hardships, and that its modification or waiver will not be detrimental (aesthetically, economically, or otherwise) to the Owners of any other Lot. The ARC may decide the matter upon the application and any material or written statements accompanying it, or may allow oral presentations in support of, or in opposition to the application prior to the decision, at its discretion. The ARC shall render a decision in writing, which decision need not contain any reasons, findings, or conclusions for the decision and shall forward one (1) copy to the applicant, and retain one (1) copy in its records.

2.20 Governmental Agency Approval. Nothing in the Declaration shall relieve, or be interpreted as purporting to relieve, any Owner from also securing such approvals, certificates, or permits of any governmental agent or entity with jurisdiction as may be required by law as a condition to the commencement, construction, maintenance, addition, change or alteration to or of any Improvement, and the ARC may require that a copy of such approvals, certificates, or permits be provided to the ARC as a final condition to any approval, or as additional insurance as to the ARC that the proposed Improvements and uses meet governmental requirements, or for both such purposes.

2.21 Environmental Permits The Alabama Department of Environmental Management has issued Authorization to Discharge NPDES General Permit ALG610000, and Construction and Land Disturbance Authorization ALR104974 for Phases I and II, and Registration ALHA04357 for Phase III to the Developer covering the construction of the Subdivision. The Alabama Department of Environmental Management requires that a permit be maintained until all disturbance activity, including individual home construction, is substantially complete. At such time as the Developer has substantially completed the Subdivision, or has completed land disturbance activities, and lots remain unimproved or substantially incomplete, it shall become the responsibility of the lot owner to acquire permits and monitor storm discharge in accordance with the rules of the Alabama Department of Environmental Management and any other Federal, State or Local governmental agency having jurisdiction.

ARTICLE THREE

PROTECTIVE RESTRICTIONS

3.01 Residential Use Only. All lots shall be known and described as single-family residential lots and no lot shall be used, or occupied for other than private residential purposes. No flat, duplex, apartment house, group apartment or condominium development, though intended for residence

purposes may be erected on any lot or group of lots. No trailer home, mobile home, or travel trailer will be permitted as a residence in this Subdivision, and no premanufactured or modular home shall be permitted as a residence. The ARC's determination that an item is a premanufactured home, modular home, trailer home, mobile home or travel trailer shall be conclusive.

Travel trailers, recreational vehicles, boats and commercial vehicles that are the private property of an Owner may be kept on the Owner's Lot only after the residence has been completed and occupied. Such travel trailers, recreational vehicles, boats and commercial vehicles shall be kept only in an approved closed garage or at the rear of the residence in a carport attached and in conformity with the principle residence and screened by fence and plantings approved by the ARC, so as to not detract from the view and enjoyment of other Owners. Such vehicles may not be parked on the streets except while engaged in transporting merchandise or goods to or from a residence in the Subdivision.

No tent, garage, or out-building of any type placed or erected on a lot covered by these restrictions shall at any time be used for human habitation, temporarily or permanently, nor shall any structure of a temporary nature be used for human habitation, without the prior written approval of the ARC.

3.02 Offensive Activities, Etc. No noxious or offensive activity shall be permitted on any lot, nor shall anything be done thereon which may be or become an annoyance or a nuisance to the neighborhood.

3.03 Building Plans. No building shall be erected, placed, or altered on any lot until a copy of complete building plans, specifications, and plot plans, showing, without limitation, a schedule of exterior material, exterior colors, and the location of such building, having been approved in writing by the ARC as to (1) location, orientation and finished ground elevation of the building with respect to streets and existing structures in the Subdivision, (2) conformity and harmony of external design with existing structures in, and general development plans for, the Subdivision, and (3) compliance with all other requirements stated in the restrictions. The copy of such building plans, specifications, and plot plans submitted to the Committee may be retained by it. Should the ARC fail to approve or disapprove such plans and specifications within 30 days after submission, such approval will not be required, but such lot shall be and remain in all other respects subject to these restrictions and covenants. If such plans and specifications are disapproved, written notice of such disapproval shall be given to the submitting lot Owner in person or by certified or registered letter addressed to the lot Owner at the address furnished by him with the plans and specifications. Such notice will set forth the elements disapproved but need not contain any suggestions as to corrective measures to be taken.

3.04 Location of Dwellings. Except as otherwise provided in this instrument, no dwelling or any part thereof, exclusive of steps or eaves, and no garage, servant's quarters or other out-building, shall be located on any lot nearer to the nearest right-of-way line of any street in the Subdivision than 50 feet for Phases I and II and 35 feet for Phase III and Phase IV, except certain corner lots which may have a 30 feet setback requirement on one street only, nor nearer to any property line of any other lot in the Subdivision than 12 feet, nor nearer to the rear property line of the lot than 30 feet unless the written consent of the ARC has been first obtained; provided, however, that should one building be constructed on two adjacent lots, such building may occupy the adjacent side-lot spaces of the two lots owned by the same Owner that is constructing the building.

3.05 Resubdivision. No building or any part thereof, of any character, may be erected or maintained on any part of a lot which is subdivided subsequent to the date hereof, except that

where a lot is subdivided and all of its parts are combined with adjacent entire lots, a building may, with the approval of the ARC, be erected and maintained on each of the lots as so combined even though a portion of such building may be located on a part of the subdivided lot, but each resulting combined lot shall be subject to these restrictions as fully and completely as if shown on the Subdivision plat as a single lot.

3.06 Air Conditioners and Heaters. No air conditioning or heating unit or equipment and structures related thereto shall be erected, operated or permitted to remain upon any lot between the side of any building or structure and the side lot line of the lot on which said building or structure is located unless enclosed in conformity with the general architecture of the primary building or structure, or may be hidden from street view by approved bushes, plants or shrubbery.

3.07 Type and Size of Buildings. No main building shall be erected, placed or permitted to remain on any lot other than one single family dwelling, which shall be not more than two and one-half stories in height and shall have habitable area exclusive of basements, open porches, open carports and garages, of at least TWO (2,000) THOUSAND square feet for Phase I, TWENTY-TWO (2,200) HUNDRED square feet for Phase II, EIGHTEEN (1,800) HUNDRED square feet of Phase III, and TWENTY-TWO (2,200) HUNDRED square feet for Phase IV. A multi-story residence shall include a minimum of EIGHTEEN HUNDRED (1800) square feet on the ground floor that shall not include open porches, and garages.

A detached garage, servant's quarters or other out-building may be erected only with the advance written approval of the ARC. Any such detached garage, servant's quarters or other out-building shall conform or compliment the primary structure on the lot, and shall not detract from the appearance of the neighborhood.

A. Detached Garages Each lot may have one (1) and only (1) detached garage structure. No structures or improvements may be placed in the front yard of a house.

A detached garage is restricted by use primarily for parking/storage of vehicles and may not be used substantially for storage of other items. It is limited to one (1) story in height with maximum height not to exceed the primary house. For a two (2) story house, the one (1) story height restriction is defined as no higher than the highest one (1) story house adjacent to or across the street from or in back of the two (2) story house; if no such homes exist, then as determined by the ARC.

For a single lot, it may not exceed 650 square feet ground level area (25.5 ft. X 25.5 ft. area); may not exceed 36 feet in length, and width must be at least one-half the length.

For a double adjoining lot deeded as one large lot, it may not exceed 1,100 square feet ground level area (33.2 ft. X 33.2 ft. area); may not exceed 45 feet in length, and width must be at least one-half the length.

Style must be identical and consistent with house. Acceptable building materials are solely those that match the house as identically as possible:

- Brick, style and color to match the house
- If a house is predominately wood or similar approved exterior material, that identical material may be approved by ARC for the detached garage.

Unacceptable building materials include, for example:

- Exposed Concrete Block
- O.S.B. or Fiber Board Panels
- Metal Sidewalls or Metal Roof.
- Board and Batten (over solid wood or plywood, no O.S.B. or fiber board)
- Beveled Cedar Siding, even if natural or stained/painted to compliment house
- Vinyl Siding, even if colored to compliment house
- Cedar Shakes, even if natural or stained/painted to compliment house
- Texture 1-11 plywood siding panel even if painted to compliment house.

The roof of a detached garage structure must conform to the following two rules::

- Must be shingled to match the primary structure of the property (house).
- Must match all aspects of primary house roof, such as the roof pitch and style, fascia material and color of the primary structure's roofline.

Windows are required and must match windows on the house.

For safety purposes, the foundation and construction must meet City of Foley Building Code Requirements for residential structures (currently minimum 150 mile per hour wind), with concrete slab required. Methods of anchoring foundation, as approved by City of Foley, must be met.

The placement setbacks for the detached garage structure, as stated in The DCCR's, is the same as a primary house: 12 feet from side property line, 30 feet from rear property line and setback from street (Phase I & II = 50 feet; Phase III & IV = 35 feet; with corner lots at 30 feet from side street. Upon review and approval by ARC, under special circumstances, it may be allowed to be placed closer, up to 10 feet from side and rear lot lines.

For owners of contiguous lots, one lot may have a house and the second lot may have a detached garage which would have to meet all setbacks of a primary house per the DCCR's. The SCCR's do permit treatment of the two contiguous lots as one large lot for determining setbacks. However, while the detached garage must meet standard front and corner setbacks, it may be approved to allow the less stringent 10 feet setbacks from side and rear lot lines if deemed acceptable by the ARC.

B. Storage Out Buildings Each lot may have one (1) and only (1) out-building structure (including detached garage, servant's quarters, storage out-building or any other out-building). No structures or improvements may be placed in the front yard of a house.

A storage out building is limited to one (1) story height with maximum of 15 feet at roof peak; may not exceed 256 square feet area (16 ft. X 16 ft. area); may not exceed 20 feet in length and width must be at least one-half the length.

Acceptable building materials include:

- Brick, style and color to compliment house
- Board and Batten (over solid wood or plywood; no O.S.B. or fiber boards), painted to compliment house

- Beveled Cedar Siding, natural or stained/painted to compliment house
- Vinyl Siding, colored to compliment house
- Cedar Shakes, natural or stained/painted to compliment house
- Texture 1-11 plywood siding panel, painted to compliment house
- Hardie Board plank and trim, painted to compliment house.

Unacceptable building materials include:

- Exposed Concrete Block
- O.S.B. or Fiber Board Panels
- Metal Sidewalls or Metal Roof
- Plastic or Rubber.

The roof of a storage out-building structure must be shingled to match the primary structure of the property (house).

Windows, if any, shall be in accordance with Section 3.07 B and must match windows on the house.

For safety, foundation must meet City of Foley Building Code Requirements (currently minimum 110 mile per hour wind), with concrete slab preferred. Other methods of anchoring foundation, as approved by City of Foley, may be considered for smaller buildings.

The setback for the storage out-building structure, upon review, may be allowed to conform with less strict requirements of the City of Foley for side and rear of lot lines only; Foley currently requires at least five (5) feet from side or rear of property line and at least ten (10) feet from any other structure on the lot.

C. No exposed concrete block shall be utilized in the construction of the exterior of any structure. All exposed windows and window units shall be constructed of wood, vinyl or such primed and finished metal as may be specifically approved by the ARC. Bright aluminum window frames will not be approved. Primary roofs must have a minimum pitch of 7/12 for Phases I and II and 6/12 for Phase III and Phase, except for certain recognized "theme motifs homes" which utilize lower pitches as part of the recognized style; for example, "Spanish" or "Florida" styles. The ARC may, but shall not be required to approve lower pitches for "theme motif" homes, and its decision in granting or denying such lower pitch shall be final. Secondary roofs may have a pitch of less than 7/12 or 6/12 only if approved by the Architectural Committee. Any such secondary roof(s) having a pitch less than 7/12 or 6/12 shall not exceed an aggregate total of more than 30 percent of the total roof area. Shingles shall be dimensional or equivalent style. Roof pitch on full two story structures may be reduced to 5/12 with the approval of the ARC.

D. Garages must be designed so that the garage doors do not face the street fronting the lot in Phases I, Phase II, and Phase IV. Garages may face the street in Phase III. On corner lots having sides fronting two streets, the fronting street shall be designated on the subdivision plat or shall be designated by the ARC. Interior walls of garages must be finished. Open carports may be used only at the rear of the residence and may not open onto the fronting street. Interior walls and ceilings of open carports must be finished. Garage doors must be kept closed when the garage is unattended.

3.08 Easements. The easements shown on the recorded plat of the Subdivision are hereby adopted as a part of these restrictions, and all lots in the Subdivision shall be subject to such easements. The Declarant reserves unto itself and its successors and assigns the right and easement, but not the obligation, to construct, install, maintain, repair and replace power, water, gas, sewer, telephone, and other utility lines, equipment, and facilities and drainage ditches, in, on, over, and under the streets and roads and easements shown on the recorded plat of the Subdivision, and the right and easement, but not obligation, to construct, install, establish, operate, maintain, repair and replace lighting, walls, fences, shrubbery, bushes, trees, and other decorative or screening improvements, in, on, over, and under the property included within all areas designated on said plats as easements on the boundaries of the Subdivision, with full right of ingress and egress to and from said streets and easements across adjoining property; and the Declarant reserves unto itself and its successors and assigns the right to contract generally with others for the doing of any or all of such things and the right to grant unto others such easements, right, and privileges as the Declarant may deem appropriate or convenient in connection therewith.

Any water detention areas located on a Lot shall be maintained by the individual lot Owner in a manner so as to not impede the purpose of controlling surface water run-off.

3.09 Beautification and Maintenance of Lots. Appropriate foundation planting shall be established and maintained around the front and sides of each dwelling. A minimum of eighty (80) shrubs and ornamental trees (in addition to existing trees and shrubs) shall be planted per residence.

It is recommended that all plants be selected from the City of Foley List of Approved Trees, Shrubs and Ground Covers (Exhibit C attached to the original Declaration and recorded in Instrument #550998, page 18 – 20)). An irrigation system tapped to the City irrigation water line or personal well is required for all landscaped areas installed by the Applicant. All automated or manual systems must be in compliance with all applicable building code requirements. All backflow control devices are to be located or screened so that they are not visible from public streets

Existing trees and shrubs within the building footprint and 20 feet surrounding the footprint may be removed, as the owner deems necessary. From the remainder of the lot, Owner may remove no more than twenty (20%) percent of trees in excess of six inch (6") diameter measured at three feet above ground level, nor more than forty (40%) percent of the total vegetation, without the consent of the ARC.

Suitable improved lawn shall be planted and maintained in each square foot of lawn area. All planted materials shall be installed within sixty days following occupancy of the residence, unless this period is extended in writing by the ARC due to delays of adverse weather conditions or other causes beyond the control of the Owner. All lots shall be maintained in a neat, attractive and presentable condition at all times.

The Owner and lessee of any lot shall have the duty of and responsibility for keeping the premises, improvements and appurtenances and landscaping in a well-maintained, safe, clean and attractive condition at all times. If, in the opinion of the Declarant, or its assigns or successors, or the Association, any such Owner or lessee is failing in this duty or responsibility, then the Declarant or its assigns or successors, or the Association, may give notice of such fact, and such Owner or lessee shall within ten (30) days of such notice undertake the care and maintenance required to restore the Lot to a safe, clean and attractive condition. If such Owner fails to fulfill his duty and responsibility after such notice, then the Declarant, or its assigns or successors, or the Association, shall have the right and power to perform such care and maintenance, and the Owner or lessee

shall be liable for the cost thereof, and said liability shall become a lien upon the property until reimbursed in full.

3.10. Swimming Pools. All swimming pools must be in-ground swimming pools. Above ground pools are prohibited from being erected on lots within the Cambridge Parke Subdivision.

The installation of a swimming pool requires the advance written approval of the ARC prior to installation. In order to qualify for approval, a pool must conform to all of the rules outlined below:

- All pools must be of a permanent nature and structure, and the top level may be no more than ½ foot above ground. Pool liners may be vinyl, concrete, Gunnite or similar acceptable materials.
- A swimming pool must be enclosed within a fenced back yard e.g. safely screened from public view; not simply a fence around the temporary pool itself.
- Related structures such as slides, diving boards, steps, platforms, etc. must not be visible above the top of the fence.
- A pool may be enclosed within a framed screen, but this also must be approved by the ARC.
- The pool must be enclosed by an appropriate fence for protection (see VISIBILITY above).
- The lot owner must provide reasonable assurance to the ARC at the time of the request for approval, that an accidental spillage and planned drainage of the in-ground pool will not, in any way, flood any adjoining property.

3.11 Garbage Disposal Containers and Equipment. All outside garbage disposal containers must be screened from public view and kept in a clean and sanitary condition.

3.12 Clothes Lines. No outside clotheslines shall be permitted in the Subdivision unless screened in such manner as not to be visible from adjacent lots and streets.

3.13 Signs. No sign of any kind shall be placed or maintained upon any lot, except one sign of not more than nine square feet advertising the property for sale or rent, and signs used by the builder during the construction period. Signs may be placed by the Declarant and his assigns, for advertising and promotion.

3.14 Fences. No fence or wall shall be erected, placed, or altered on any lot nearer to any front boundary line than the rear of the main residence excluding porches, or the side-street building set back line on corner lots, without the prior written approval of the ARC. Fences shall not exceed six feet in height unless approved by the ARC. Any side of any fence exposed to public view from within the Subdivision, shall present a finished (non-structural) appearance. Fences shall be designed and constructed in accordance with Exhibit E (attached to the original Declaration and recorded in Instrument #550998, page 22), unless a different design is submitted and approved by the ARC.

3.15 Sidewalks. Sidewalks, where specified in the subdivision plat, shall be constructed by each lot Owner upon completion of the residence. Sidewalks shall be constructed upon the right of way fronting the Lot in accordance with specifications provided by the ARC. (See Exhibit D attached to the original Declaration and recorded in Instrument #550998, page 21).

3.16 Satellite Dishes and Antennas. No satellite dish larger than eighteen (18") inches in diameter shall be allowed on any lot. Such dish must be concealed from neighbors' view by fence or shrubbery approved by the ARC. Antennas shall not be allowed except as may be approved by the ARC.

First preference for placement of a satellite TV dish is on the backside of the roof of house. Second preference is on side of roof, near the back and no further forward than ½ distance from the back roof-line.

Third preference is in the back yard, screened from neighbors and public view by fence or other appropriate plantings.

Fourth preference is attached to fence (post), with approval of ARC and neighbor(s) sharing the fence line.

Least preferred, and only upon request of and approval by ARC, is placement in side yard, with screening from neighbors and public view by fence or other appropriate plantings. In no case may the satellite dish be placed further forward in a side yard than the front line of the house."

3.17 Mail Boxes and Newspaper Boxes. Standardized newspaper and mailboxes approved by the ARC shall be allowed on Lots. See Exhibit F (attached to the original Declaration and recorded in Instrument #550998, page 23) to these Covenants for approved designs.

3.18 Excavation and Mining. No soil, rock, gravel or clay shall be excavated or removed from any property for commercial purposes. No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon the surface of any Lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon, or within 500 feet beneath, the surface of any Lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained, or permitted upon any Lot.

3.19 No Double-fronted Lots. There shall be no double-fronted lots within the subdivision. In cases where, in addition to interior streets, lots border streets outside the perimeter (Perfection Road, Pecan Street, County Road 28, etc.) of the subdivision, the front street shall be the interior street designated on the subdivision plat. Permitted residences, other buildings and drives shall front the interior street only and no ingress or egress shall be allowed to/from the perimeter streets. Neither shall ingress/egress nor fronting be allowed on the subdivision entry street in Phase I of the subdivision.

3.20 Motorcycles and ATMs. The use of motorcycles and all-terrain vehicles ("ATMs") shall be limited to those that have been approved as legal for street use by the Department of Public Safety of the State of Alabama. Such use shall be limited to the public streets. No off-road use of any motorcycles or ATMs shall be permitted. All motorcycles, ATMs, and all other vehicles whatsoever shall have mufflers installed in good condition that limit the exhaust noise to no more than 80 decibels measured ten feet (10') from the end of the exhaust pipe.

3.21 Animals. Dogs, cats and other commonly domesticated animals in a total number not exceeding four may be kept by each lot Owner on each lot owned provided they are not kept, bred or maintained for any commercial use or purpose and are not a nuisance, annoyance or danger to the neighborhood. No other animals of any kind shall be kept or maintained on any part of said property.

3.22 Violations. The ARC shall, upon written request of any lot Owners, or upon its own initiative if it so elects, investigate any possible violation of these restrictions and determine by majority vote whether a violation exists. If the ARC determines that no violation exists, it shall give written notice of its determination to the complaining lot Owner, if any, in person or by certified mail, addressed to such lot Owner at his last known address. Should the ARC determine that a violation does exist, it shall give written notice of the determination in person or by certified mail to the complaining lot Owner, if any, and to the Owner of the lot on which or as to which such violation exists, addressed to each at his last known address. The Owner of the lot on which or as to which such violation exists shall be allowed 30 days after the giving of such notice, or such longer period as the ARC may deem appropriate, in which to correct such violation. Should the violation not be corrected within such period, the ARC shall have the right, but not the obligation, to correct the violation, charge the lot Owner with the cost of corrective measures taken, with interest thereon at the highest legal rate until paid, and collect such cost and interest, either with or without suit, and if with suit, shall also have the right to collect reasonable attorneys' fees and all other costs of such suit.

In addition, the ARC and any Owner or Owners of any part of the property hereby restricted shall each have the right, but not the obligation, to prosecute any proceedings at law or in equity against any person or person violating any of these restrictions and prevent him or them from so doing, recover damages for such violation, and obtain any other legal and equitable relief to which it, he or them may be entitled under the circumstances, including, without limitation, reasonable attorneys' fees and all other costs of suit.

The ARC may waive any of the foregoing restrictions in any case in which it deems such waiver to be appropriate, but neither such waiver, nor the failure of the ARC to enforce any restriction in a particular case or cases, shall constitute a waiver of or affect the enforceability of any such restriction in any other case.

The foregoing restrictions shall run with the land and shall be binding upon all lot Owners, and upon all parties and persons claiming under or through them, each of whom shall, by virtue of his acceptance of acquisition of title or other interest, accept and agree to be bound by and to abide by all terms and provisions of this instrument, all of which shall be and remain in full force and effect until January 1, 2025, and thereafter, unless before such date the ARC or the adult record Owners of at least 60% of the lots in the Subdivision, or unless on or after such date ARC or the adult record Owners of a majority of the lots in the Subdivision (excluding in both instances mortgagees and holders of vendors liens), shall by instrument in writing annul, amend, or modify such restrictions in whole or part; provided, however, that no modification or amendment shall place an additional burden or restriction on any lots in the Subdivision the Owners of which (including in this instance mortgagees and holders of vendors liens) do not join in such modification or amendment.

Should any provision, clause, restriction, limitation or condition of this instrument be declared unenforceable, illegal, against public policy, or inconsistent with or contrary to the laws or Constitution of the State of Alabama, or the United State of America, every remaining provision, clause, restriction, limitation or condition contained herein not affected by such judicial or legislative declaration, decision, or act shall be and remain in full force and effect. None of the foregoing restrictions shall operate as a cloud upon the title to any of the properties to which such restrictions relate, nor shall any breach thereof cause a forfeiture of title.

ARTICLE FOUR

UTILITIES

4.01 Utilities. All residences on any Lot must be served by underground utilities including but not limited to sewer, water, electricity and telephone. No individual water supply system (for human consumption) or individual septic system shall be permitted on any Lot. Lot Owners shall pay the fees required to tap onto and install utilities to individual lots and shall be required to use the utilities provided by Riviera Utilities (electric, water, sewer), its successors and assigns. Optional utilities installed within the Subdivision and available to Lot Owners include gas and cable television by Riviera Utilities and telephone by Gulf Telephone Company. No other utility company may serve lots within the Subdivision without the consent of the ARC.

4.02 Utility Easement. A utility, landscape and drainage easement, as described in EXHIBIT A, is reserved by Declarant on the perimeter of all Lots.

ARTICLE FIVE

COMMON AREA AND PROPERTY RIGHTS

5.01 Common Area Common Area shall include any and all property designated as Common Area in the Cambridge Parke Subdivision plats recorded in the public records of Baldwin County, Alabama. The maintenance of these areas shall be the sole responsibility of the Cambridge Parke Property Owner's Association and shall not be the responsibility of the City of Foley.

Drainage and utility easements and landscape easements on private property as identified and described in the Cambridge Parke Subdivision plats recorded in the public records of Baldwin County, Alabama, and landscape improvements, road signs, fencing, street lights, sidewalks, landscape and irrigation improvements located on dedicated right-of-ways which are not maintained by county or municipal government shall be limited common property with respect to the purpose of the easements and improvements. It shall be within the authority of the Cambridge Parke Homeowners Association to maintain the easements and right-of-ways and any common property located thereon.

5.02 Ownership of Common Property Ownership of Common Property shall be vested in the Cambridge Parke Property Owners Association, Inc., an Alabama non-profit corporation, which shall be established in accordance with Article Six of these Covenants.

5.03 Owner's Easements of Enjoyment. Every Owner shall have a right and easement of enjoyment in and to the Common Area that shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

(a) the ARC or Association's right to limit park hours and to institute rules, if necessary, for the security of persons and property.

(b) Owners shall have access to limited common property only for the purpose of maintenance as approved by the ARC or the Association.

(c) the right of the Association and/or the Declarant to allow use by lot Owners from future phases of development of Cambridge Parke Subdivision, so long as such Owners are charged fees payable to the Association in amounts comparable to any assessments paid by current Owners; and

(d) the right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility pursuant to the written approval of such dedication or transfer by two-thirds of the members.

5.04 Delegation of Use. Any Owner may delegate in accordance with the by-laws his right of enjoyment to the Common Area and facilities to the members of his family or tenants who reside on the property.

ARTICLE SIX

ASSOCIATION AND AMENDMENTS

6.01 Property Owners Association. Declarant has or will in the future establish Cambridge Parke Property Owners Association, Inc., an Alabama non-profit corporation, which shall have duties and responsibilities typically associated with owners associations, to include, without limitation, the obligation for general maintenance and upkeep of the Common Area including landscaping, street lights, utility bills, signs, fire hydrants, drainage ditches, and any other maintenance required in the Subdivision. Each Owner should obtain and review a copy of the Articles of Incorporation for the Association and a copy of the By-laws.

6.02 Every Owner of a Lot shall be a member of the Association; membership shall be appurtenant to and may not be separated from ownership of any such Lot.

6.03 The Association shall have at least two classes of voting membership:

(a) Class A. Class A members shall be all Owners of Lots, with the exception of the Declarant, and shall be entitled to one vote for each Lot, owned. When more than one person holds an interest in any lot, all such persons shall be members. The vote for such Lot shall be exercised as they determine, but in no event shall more than one vote be cast with respect to any Lot.

(b) Class B. The Class B member(s) shall be the Declarant, or assigns, and shall be entitled to eight (8) votes for each Lot Owned. The class B membership shall cease and be converted to Class A membership on the happening of any of the following events, whichever occurs earliest:

(i) when the total votes outstanding in the Class A membership equal or exceed the total votes outstanding in the Class B membership, or

(ii) on July 1, 2010, or

(iii) Declarant records an instrument terminating the Class B membership.

Additional classes of membership may be created by Declarant, its successors and assigns, in connection with rights referred to in Article Seven of this Declaration.

6.04 Assessments. Each Owner, except Declarant, by acceptance of a deed for such Owner's Lot, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association (1) annual assessments or charges, and (2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs, and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property against which such assessment is made. Such may be perfected by filing a statement of lien in the appropriate records of the Office of the Judge of Probate of Baldwin County, Alabama, setting forth the Lot upon which the lien is claimed, the amount for which the lien is claimed, and the name of the property Owners. The lien shall be enforceable in accordance with Alabama law. 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 property at the time when the assessment fell due.

Until Class B membership ceases, assessments received will be held by Declarant for the Association and used to perform the responsibilities of the Association, and for that period, Declarant shall fund performance of obligations of the Association to the extent not funded by membership assessments, but shall not be required to fund any discretionary costs. Membership assessments shall not be used to fund development costs.

6.05 Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety, and welfare of the residents of the Subdivision and for the improvement and maintenance of the Common Area.

6.06 Maximum Annual Assessment. As long as Class B membership exists, the maximum annual assessment shall be not more than Three Hundred, Sixty Dollars (\$360.00) per Lot.

(a) From and after the first January 1 immediately following the cessation of Class B membership, the maximum assessment may be increased by the Board of Directors each year not more than 15% above the assessment for the previous year without a vote of the membership.

(b) From and after the first January 1 of the year immediately following the cessation of class-B membership, the maximum assessment may be increased above 15% by a vote of two-thirds (2/3) of the members who are voting in person or by proxy at a meeting duly called for this purpose.

(c) The Board of Directors may fix the annual assessment at an amount not in excess of the maximum.

6.07 Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to the year only for the purpose of defraying, in whole or in part, the costs of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area, including fixtures and personal property related thereto, providing that any such assessment shall have the assent of two-thirds (2/3) of the votes of each class of members then existing who are voting in person or by proxy at a meeting duly called for this purpose.

6.08 Notice and Quorum for Any Action Authorized Under Section 6.06 and 6.07.

Written notice of any meeting called for the purpose of taking any action authorized under Section 6.06 and 6.07 shall be sent to all members not less than 30 days nor more than 60 days in advance of the meeting. Notice shall be sent to the address last provided to the Association by the

lot owner. At the first such meeting called, the presence of members or of proxies entitled to cast sixty percent (60%) of all the votes of each class of membership shall 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 the preceding meeting. No such subsequent meeting shall be held more than 60 days following the preceding meeting.

6.09 Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all Lots (except that no Lots owned by Declarant shall be subject to assessments) and may be collected on an annual or quarterly basis, as approved by the Board of Directors of the Association from time to time.

6.10 Date of Commencement of Annual Assessments; Due Dates. The annual assessments provided for herein shall commence as to each Lot on the first day of the month following the conveyance of the lot from the Seller. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. After the Class B membership ceases to exist, the Board of Directors shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid. A properly executed certificate of the Association as to the status of assessments on a Lot is binding upon the Association as of the date of its issuance.

6.11 Annual Assessment and Collection Policy

Prompt payment of Assessments by all owners is critical to the financial health of the Association and to the enhancement of the property values of our homes. Your Board of Directors takes very seriously its obligation under the Cambridge Parke Declaration of Covenants, Conditions and Restrictions (CC&Rs) and the Alabama Civil Code to enforce the members' obligation to pay assessments.

A. The Annual Assessment is due on the first (1st) day of January and payable through the first (1st) day of February, and delinquent if not received by the first (1st) day of March. An assessment letter (Notice of Assessment) will be mailed to each owner of record at least thirty (30) days preceding, but no earlier than sixty (60) days preceding the assessment last due and payable date (February 1).

B. "Reminder" letter will be sent to all delinquent accounts when the assessment is fifteen (15) days past due (Feb. 15), noting that interest and late fee penalty will begin effective March 1 if dues are not fully paid by March 1.

C. Interest at the rate of ten percent (10%) per annum will be added to all delinquent accounts beginning one month after the original last due and payable date (starting March 1).

D. A late fee charge of \$25.00 per month will be added to all delinquent accounts beginning one month after the original last due and payable date (starting March 1).

E. In the event the full assessment payment is not received within one and one-half months after the original last due and payable date (i.e., March 15), a certified letter will be mailed to the

owner of record as the "initial demand" (Notice of Delinquent Assessment – Attachment A) setting forth the exact amount due including interest, costs and attorney's fees and it shall give one and one-half months (by May 1) to pay the account in full. This letter shall also notify the Homeowner that the Association intends to record a lien against the property if payment is not received within the one and one-half months (by May1).

F. In the event all delinquent assessments, interest, costs, and charges are not paid in full within one and one-half months (by May 1) after receipt of the Notice of Delinquent Assessment certified letter, a lien will be recorded with the Baldwin County Judge of Probate's Office. Within ten (10) days after the lien is recorded a copy of the lien will be sent to the owner by certified mail along with a letter (Attachment B- NOTICE - ASSESSMENTS AND FORECLOSURE) stating that if full payment is not made to the Association within forty-five (45) days from receipt of the letter (by June 15), a Notice of Default will be recorded against the property to commence the foreclosure proceeding.

G. In the event a senior lien holder forecloses on the property, the Association reserves its rights to proceed to obtain a personal money judgment against the owner for all amounts which are due and owing to the Association in connection with the Lot.

H. The Board of Directors reserves its rights, on behalf of the Association, to collect delinquent assessments through Small Claims Court, or any other remedy available at law, or in equity.

6.12 Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any lot shall not affect the assessment lien. The sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall not extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for assessments thereafter becoming due or from the lien thereof.

ARTICLE SEVEN

ADDITIONS TO SUBDIVISION

7.01 Staged Subdivision. The Declarant, its successors and assigns, shall have the right, from time to time, to bring within the scheme of the Subdivision in one or more additions the property designated on the Original Plat of the Subdivision as "Future Phase" without the consent or approval of Owners of any Lots. As additional properties are included, this Declaration may be supplemented, restated and amended as necessary or as appropriate for those properties. Upon the filing of a Supplemental Declaration, then and thereafter the Owners of all Lots in the added property shall have the rights, privileges and obligations with respect to Subdivision in accordance with the provisions of, and to the extent set forth in, this Declaration as supplemented, restated, and amended. This right to add such additional properties to the scope of this Subdivision shall expire July 1, 2010. FUTURE PHASES NEED NOT BE BUILT.

Other land, in addition to that shown on the plat for the Subdivision, may be added or annexed into the Subdivision and, therefore, brought within the scope of this Declaration without the consent of the Owners of any Lots at any time or from time to time until July 1, 2010, by filing for record of an instrument expressly setting an intention to so annex. Such additional land shall be added by the

procedure set forth in the immediately preceding paragraph for adding land shown on plat as "Future Phase."

ARTICLE EIGHT

MISCELLANEOUS

8.01 Enforcement. If the parties hereto, or any of them, or any of their heirs, executors, successors, administrators or assigns, or any such future Owner or Owners of any Lot or Lots within the Subdivision or any of their heirs, successors, administrators or assigns, shall violate or attempt to violate any of the covenants, restrictions and/or limitations herein contained, it shall be lawful for the Association, the ARC and/or any person or persons owning any real property subject to this Declaration to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate the same to prevent such person or persons from so doing; or to recover damages for such violations or attempted violations, and in the event that the prosecuting party prevails, the other party shall be responsible for the prevailing party's costs of litigation, including reasonable attorney's fees.

8.02 Terms. The provisions of this Declaration shall run with the land and shall be binding on Owners of all lots subject to this Declaration, or upon all parties and persons claiming under or through them, each of whom shall be virtue of his acceptance or acquisition of title or other interest, whether or not it be so expressed in the deeds or other instruments of conveyance, accepts and agrees to be bound by and to abide by all terms and provisions of this instrument, all of which shall be, and remain, in full force and effect until July 1, 2010, after which time this Declaration shall automatically be extended for successive periods of ten years unless an instrument signed by the Owners of not less than fifty percent (50%) of the lots then subject to this Declaration has been recorded, agreeing to change said covenants in whole or in part.

8.04 Successors. Deeds of conveyance of any Lot within the Subdivision may contain the provisions, restrictions, covenants and conditions contained herein by reference to this Declaration; however, whether or not such reference is made in any or all of said deeds, by becoming an Owner of any Lot within the Subdivision, each such Owner, for himself or itself, his or its heirs, personal representatives, successors, transferees and assigns, binds himself or itself, and such heirs, personal representatives, successors, transferees, and assigns, to all the provision, restrictions, covenants and conditions now or hereafter imposed by or under the authority of this Declaration and any amendments thereof.

8.05 Assignment of Rights and Obligations of Declarant. Nothing contained in this Declaration or on the plat of the Subdivision shall be deemed or interpreted to intend a gift or dedication of any portion of the Subdivision to the general public or for any public purpose whatsoever, such intent being hereby expressly disavowed. Nothing contained in or inferable from this Declaration shall ever be deemed to impose upon any of the land outside the Subdivision, even if shown on the said plat, and now owned or to be owned by Declarant, of any related entity, any covenants, restrictions, easements or liens or creating servitude's, reciprocal negative easements or other interest in any such land in favor of Declarant or any other party. Declarant specifically reserves the right, from time to time, to make changes to the plat, including vacations therefrom; except that no such change shall change the boundary of, or vacate, any Lot not owned by Declarant. Nothing contained in this Declaration shall be construed to prevent the erection and maintenance by

Declarant of improvements or signs necessary or convenient to the development, sale, operation, or other disposition of any property with the Subdivision.

8.07 Captions and Headings. The captions and headings in this Declaration are for convenience only, and are not to be considered as defining or limiting in any way the intent of the provision hereof or thereof.

ARTICLE NINE

AMENDMENTS

9.01 The Board of Directors under Section 2.14, ARC Rules, paragraph (a.) of the Protective Restrictions has "the authority to adopt, add to, replace and rescind, from time to time, procedural or substantive rules to make more definitive and certain, and to implement the purpose of and intent of the provisions of this Declaration".

All additions, deletions, or amendments to the Protective Restrictions require authorization as followings:

- A majority vote of the CPPOAs Board of Directors (3 of 5 members)
- Or, a 60% vote of all lot owners

ARTICLE TEN

ASSOCIATION RECORDS

The following is a Board Approved addition to the DCCR dated August 8, 2012.

10.01 It is the responsibility of the Board of Directors to ensure that all pertinent records of the Association and its activities are classified, organized, maintained and preserved.

The methodology for the classification, organization, retention and safekeeping of the Association's records shall be: approved by the Board of Directors and set forth in a formal Policy statement.

10.02 The storage of documents should be the responsibility of the individual as set forth below, in order to ensure appropriate accountability and ease of access:

The Board Secretary shall have the responsibility for the day to day maintenance and safekeeping of the Association's records not maintained by the Treasurer and the Architectural Review Committee.

The Board Treasurer shall have the responsibility for the day to day maintenance and safekeeping of the Association's Accounting and Financial records.

The Architectural Review Committee (ARC) shall have the responsibility for the day to day maintenance and safekeeping of the Committee's records. Per the DCCR, Article II, 2.10; "...the ARC shall keep and maintain written records of all actions taken by it....."

10.03 The following is a list of records (the List) that shall be controlled and maintained by the Association's Board of Directors:

- A. Copies of the approved and dated document for the Articles of Incorporation, By-Laws and Declaration of Covenants, Conditions and Requirements (DCCR). The original documents will reside with the Baldwin County Probate Court.
- B. Approved minutes of meetings of the Association members, Board of Directors, and Architectural Review Committee.
- C. Policies adopted by the Board of Directors
- D. Supplemental updates to the provisions of the Protective Covenants.
- E. Accounting books and records; financial statements, check registers, bank statements, ledgers and other reports.
- F. Contracts
- G. Insurance binders
- H. Legal correspondence and related documents
- I. Notification of annual meetings
- J. Amendments to the By-Laws.

10.04 Policies, Resolutions, Amendments, Supplements, Applications and other documents requiring approval by either the Association members, Board of Directors or ARC, shall reflect the date of approval and the authoritative source and name(s) for the approval.

10.05 The list of records (the List) maintained by the Association shall be organized in a reasonable and consistent manner, using electronic versions of documents and files whenever possible. Otherwise they should be bound in booklet form for easy access and safekeeping.

Copies of updated versions of the original legal documents filed with the Court e.g., Articles of Incorporation, By-Laws and Association's Declaration of Covenants, Conditions and Requirements (DCCR) shall be maintained up to date and should be made available, along with all related Supplements and Amendments, to the membership to ensure the members have an accurate and complete set of these important documents.

10.06 Retention Records shall be retained as required by the provisions set forth below. In addition, the Board of Directors, by a majority vote, shall have the authority to add or remove

categories of records from the retention list and can, at any time, change the time periods for retaining certain categories of records.

However, the retention periods for records set forth in this policy cannot be less than those required by Law.

A. Articles of Incorporation, By-Laws and Declaration of Covenants, Conditions and Restrictions shall be retained indefinitely.

B. Accounting records shall be retained for a minimum of five (5) years.

C. Board of Directors and ARC notices and Protective Covenant enforcement actions and related correspondence and documents shall be retained indefinitely.

D. Business records such as bids, contracts and insurance coverage shall be retained for a minimum of years (5).

E. Board Policies, Supplements to the Protective Covenants and Amendments to the Association's By-Laws shall be retained indefinitely.

D. Minutes of meetings of the Board of Directors and Architectural Review Committee (ARC) shall be retained indefinitely.

E. ARC applications by the Association members and related correspondence shall be retained indefinitely.

F. Notification of the annual meetings and attachments shall be retained for a minimum of three (3) years.

G. Correspondence between the Board of Directors, ARC and legal counsel shall be retained indefinitely.

H. Legal correspondence and related attachments between the Board of Directors or ARC and an Association member or members shall be retained indefinitely.

Legal authorities may, from time to time, adopt record retention periods that may differ from the applicable provisions set forth in this Policy. If this should become known, the applicable provision within this Policy shall be updated accordingly to ensure full compliance with the Law.

ARTICLE ELEVEN

PHASE IV DEVELOPMENT

The following is a Board Approved addition to the DCCR dated December 12, 2012.

11.01 The following provisions, related specifically to the development of Phase IV within the Cambridge Parke subdivision, were approved by the Board of Directors on December 12, 2012.

Although some of these provisions may be addressed in other sections of the DCCR, they are included here because the DCCR, in general, is silent on these topics when it comes to Phase IV.

11.02 Multi-story residence in Phase IV of the Cambridge Parke subdivision shall include a minimum of Eighteen Hundred (1,800) square feet on the ground floor that shall not include open porches and garages.

11.02 The minimum square footage for each residence in Phase IV shall be (heated and cooled space) 2,200 square feet.

11.03 All houses built in Phase IV of the Cambridge Parke subdivision are to have side entry garages. Street facing, front entrance garages are prohibited.

11.04 All other portions of the Association's restrictive covenants (DCCR) will remain the same and the invariable portions are applicable to Phase IV as well.

11.05 The minimum setbacks for all residential buildings, including sheds and garages, shall be:

- a) 35 feet -- front
- b) 30 feet -- rear
- b) 12 feet -- side
- c) 35 feet -- side street

11.06 All existing drainage patterns shall be fully protected with storm-water management, erosion control and environmental permitting.

11.07 Existing trees and shrubs within the building footprint, and 20 feet surrounding the footprint may be removed, as the owner deems necessary. From the remainder of the lot, the owner may remove no more than twenty (20%) percent of trees in excess of six(6") diameter, measured at three feet above the ground level, and not more than forty (40%) of the total vegetation, without the recommendation of the ARC, and approval of the Board of Directors.

IN WITNESS WHEREOF, WINDBIGLER L.L.C., has caused this instrument to be signed, sealed and attested by its officers thereunto duly authorized on this 27th day of January 2005.

WINDBIGLER L.L.C.

(Signature: Norman Moore)
by its MANAGER

STATE OF ALABAMA
COUNTY OF BALDWIN

I, the undersigned, a Notary Public in and for said State and County, hereby certify that Norman Moore, whose name is signed to the foregoing instrument, and who is known to me, acknowledged before me this day that, being informed of the contents of said instrument, he executed the same voluntarily on the day the same bears date.

Given under my hand and seal this the 27th day of January 2005.

(Signature: Rose P. Story)
Notary Public

(NOTARY PUBLIC SEAL)

My Commission Expires April 9, 2008

Instrument: #66840 Page 17 of 19

EXHIBIT A
TO
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR
CAMBRIDGE PARKE SUBDIVISION

PHASES I AND II

LEGAL DESCRIPTION:

COMMENCING AT THE SOUTHWEST CORNER OF SECTION 15, TOWNSHIP 7 SOUTH, RANGE 4 EAST, BALDWIN COUNTY, ALABAMA, THENCE RUN NORTH 89° -46' -14" EAST AND ALONG THE SOUTH LINE OF SAID SECTION 15 AT A DISTANCE OF 659.95 FEET; THENCE RUN NORTH 00° -03' -06" EAST A DISTANCE OF 20.00 FEET TO A CAPPED REBAR (PLS 20364) ON THE NORTH RIGHT-OF-WAY LINE OF PERFECTION ROAD (40' R/W) AND THE POINT OF BEGINNING OF THE FOLLOWING DESCRIBED PARCEL: THENCE CONTINUE NORTH 00° -03' -06" EAST AND ALONG THE WEST LINE OF THE EAST HALF OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 15 A DISTANCE OF 574.02 FEET TO A CAPPED REBAR (PLS 20364); THENCE RUN SOUTH 89° -46' -41" WEST A DISTANCE OF 619.87 FEET TO A CAPPED REBAR (PLS 20364) ON THE EAST RIGHT-OF-WAY LINE OF COUNTY HIGHWAY 28 (80' R/W); THENCE RUN NORTH 00° -03' -32" EAST AND ALONG SAID EAST RIGHT-OF-WAY LINE A DISTANCE OF 495.00 FEET TO A CAPPED REBAR (PLS 20364); THENCE RUN NORTH 89° -47' -59" EAST A DISTANCE OF 619.81 FEET TO A ¾" OPEN TOP PIPE ON THE WEST LINE OF THE EAST HALF OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 15; THENCE RUN NORTH 00° -03' -06" EAST AND ALONG SAID EAST LINE A DISTANCE OF 241.10 FEET TO A CRIMP TOP PIPE AT THE NORTHWEST CORNER OF THE EAST HALF OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 15; THENCE RUN NORTH 89° -37' -38" EAST A DISTANCE OF 666.33 FEET TO A CAPPED REBAR (PLS 17836) AT THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 15; THENCE RUN SOUTH 89° -17' -30" EAST A DISTANCE OF 46.81 FEET TO A CAPPED REBAR (PLS 20364); THENCE RUN SOUTH 00° -19' -33" EAST A DISTANCE OF 162.44 FEET TO A CAPPED REBAR (PLS 20364); THENCE RUN SOUTH 21° -08' -40" EAST A DISTANCE OF 268.73 FEET TO A CAPPED REBAR (PLS 20364); THENCE RUN SOUTH 73° -25' -39" WEST A DISTANCE OF 203.11 FEET TO A CAPPED REBAR (PLS 20364); THENCE RUN SOUTH 36° -44' -26" EAST A DISTANCE OF 50.36 FEET TO A CAPPED REBAR (PLS 20364); THENCE RUN SOUTH 20° -09' -53" EAST A DISTANCE OF 138.56 FEET TO A CAPPED REBAR (PLS 20364); THENCE RUN SOUTH 69° -50' -07" WEST A DISTANCE OF 88.19 FEET TO A CAPPED REBAR (PLS 20364); THENCE RUN SOUTH 20° -09' -51" EAST A DISTANCE OF 50.00 FEET TO A CAPPED REBAR (PLS 20364); THENCE RUN NORTH 69° -50' -07" EAST A DISTANCE OF 88.19 FEET TO A CAPPED REBAR (PLS 20364); THENCE RUN SOUTH 20° -09' -53" EAST A DISTANCE OF 157.70 FEET TO A CAPPED REBAR (PLS 20364); THENCE RUN SOUTH 02° -43' -34" EAST A DISTANCE OF 242.39 FEET TO A CAPPED REBAR (PLS 20364); ON A CURVE TO THE RIGHT, HAVING A DELTA OF 24° -06' -48", A RADIUS OF 200.00 FEET, A CHORD BEARING OF SOUTH 77° -46' -43" WEST, AND A CHORD LENGTH OF 83.55 FEET; THENCE RUN WESTWARDLY AND ALONG THE ARC OF SAID CURVE A DISTANCE OF 84.17 FEET TO A CAPPED REBAR (PLS 20364) AT THE P.T. OF SAID CURVE; THENCE RUN SOUTH 89° -50' -07" WEST A DISTANCE OF 35.11 FEET TO A CAPPED REBAR (PLS 20364); THENCE RUN

SOUTH 00° -09' -53" EAST A DISTANCE OF 50.00 FEET TO A CAPPED REBAR (PLS 20364); THENCE RUN NORTH 89° -50' -07" EAST A DISTANCE OF 35.11 FEET TO A CAPPED REBAR (PLS 20364) AT THE P.C. OF A CURVE TO THE LEFT, HAVING A RADIUS OF 250.00 FEET, A CHORD BEARING NORTH 81° -36' -09" EAST, AND A CHORD LENGTH OF 71.60 FEET; THENCE RUN EASTWARDLY AND ALONG SAID CURVE A DISTANCE OF 71.84 FEET TO A CAPPED REBAR (PLS 20364); THENCE RUN SOUTH 16° -37' -49" EAST A DISTANCE OF 171.81 FEET TO A CAPPED REBAR (PLS 20364); THENCE RUN SOUTH 00° -13' -46" EAST A DISTANCE OF 10.00 FEET TO A CAPPED REBAR (PLS 20364) ON THE NORTH RIGHT-OF-WAY LINE OF PERFECTIONROAD (40' RW); THENCE RUN NORTH 89° -46' -14" EAST A DISTANCE OF 817.03 FEET TO THE POINT OF BEGINNING. THE DESCRIBED PARCEL CONTAINS 29.17 ACRES, MORE OR LESS.

PHASE III

LEGAL DESCRIPTION:

AND

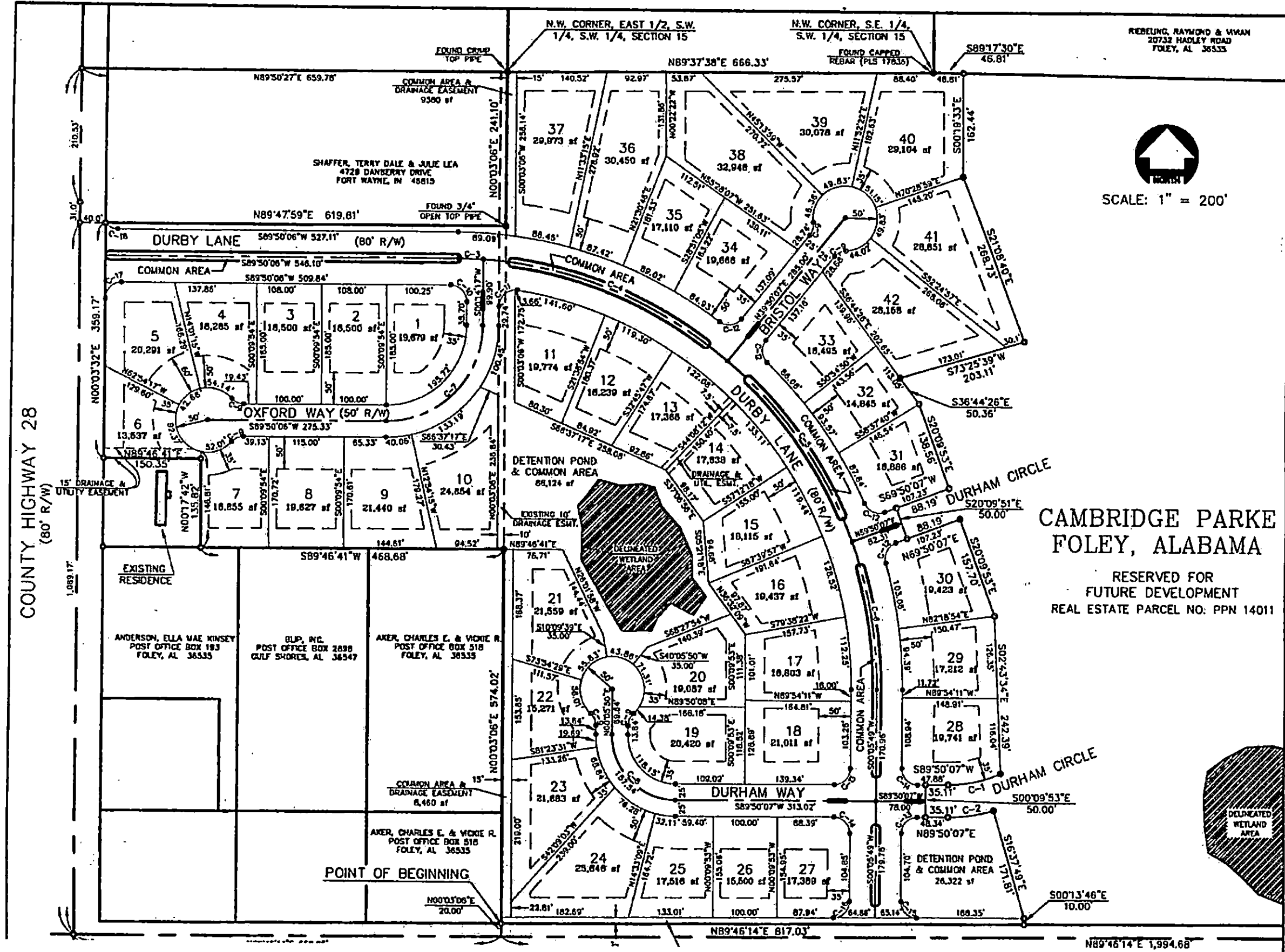
COMMENCE AT A CONCRETE MONUMENT AT THE LOCALLY RECOGNIZED AND ACCEPTED SOUTHEAST CORNER OF THE SOUTHWEST QUARTER OF SECTION 15, TOWNSHIP 7 SOUTH, RANGE 4 EAST, ST. STEPHENS MERIDIAN AND RUN THENCE NORTH 00 DEGREES 16 MINUTES 21 SECONDS WEST, A DISTANCE OF 19.93 FEET TO A CAPPED IRON PIN MARKER (#20364); THENCE RUN NORTH 00 DEGREES 15 MINUTES 51 SECONDS WEST, A DISTANCE OF 50.00 FEET FOR A POINT OF BEGINNING; THENCE RUN SOUTH 89 DEGREES 46 MINUTES 10 SECONDS WEST, A DISTANCE OF 40.00 FEET; THENCE RUN SOUTH 00 DEGREES 15 MINUTES 51 SECONDS EAST, A DISTANCE OF 50.00 FEET; THENCE RUN SOUTH 89 DEGREES 46 MINUTES 10 SECONDS WEST, A DISTANCE OF 1137.47 FEET TO A CAPPED IRON PIN MARKER (#20364); THENCE RUN NORTH 00 DEGREES 13 MINUTES 06 SECONDS WEST, A DISTANCE OF 10.00 FEET, THENCE RUN NORTH 16 DEGREES 37 MINUTES 59 SECONDS WEST, A DISTANCE OF 171.82 FEET TO A CAPPED IRON PIN MARKER (#20364); THENCE RUN SOUTHWESTWARDLY, ALONG A CURVE TO RIGHT, HAVING A RADIUS OF 250.00 FEET, AN ARC DISTANCE OF 71.84 FEET, (CHORD BEARS SOUTH 81 DEGREES 35 MINUTES 57 SECONDS WEST 71.59 FEET) TO A CAPPED IRON PIN MARKER (#20364); THENCE RUN SOUTH 89 DEGREES 50 MINUTES 51 SECONDS WEST, A DISTANCE OF 35.11 FEET TO A CAPPED IRON PIN MARKER (#20364); THENCE RUN NORTH 00 DEGREES 11 MINUTES 29 SECONDS WEST, A DISTANCE OF 49.97 FEET TO A CAPPED IRON PIN MARKER (#20364); THENCE RUN NORTH 89 DEGREES 50 MINUTES 31 SECONDS EAST, A DISTANCE OF 35.11; THENCE RUN NORTHEASTWARDLY, ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 200.00 FEET, AN ARC DISTANCE OF 84.17 FEET, (CHORD BEARS NORTH 77 DEGREES 47 MINUTES 07 SECONDS EAST 83.55 FEET) TO A CAPPED IRON PIN MARKER (#20364); THENCE RUN NORTH 02 DEGREES 43 MINUTES 23 SECONDS WEST, A DISTANCE OF 242.40 FEET TO A CAPPED IRON PIN MARKER (#20364); THENCE RUN NORTH 66 DEGREES 34 MINUTES 47 SECONDS EAST, A DISTANCE OF 400.74 FEET; THENCE RUN NORTH 83 DEGREES 27 MINUTES 59 SECONDS EAST, A DISTANCE OF 111.36 FEET; THENCE RUN SOUTH 88 DEGREES 16 MINUTES 33 SECONDS EAST, A DISTANCE OF 421.07 FEET; THENCE RUN SOUTH 00 DEGREES 15 MINUTES 51 SECONDS EAST, A 215.02 FEET; THENCE RUN NORTH 89 DEGREES 44 MINUTES 09 SECONDS EAST, A DISTANCE OF 50.36 FEET; THENCE RUN

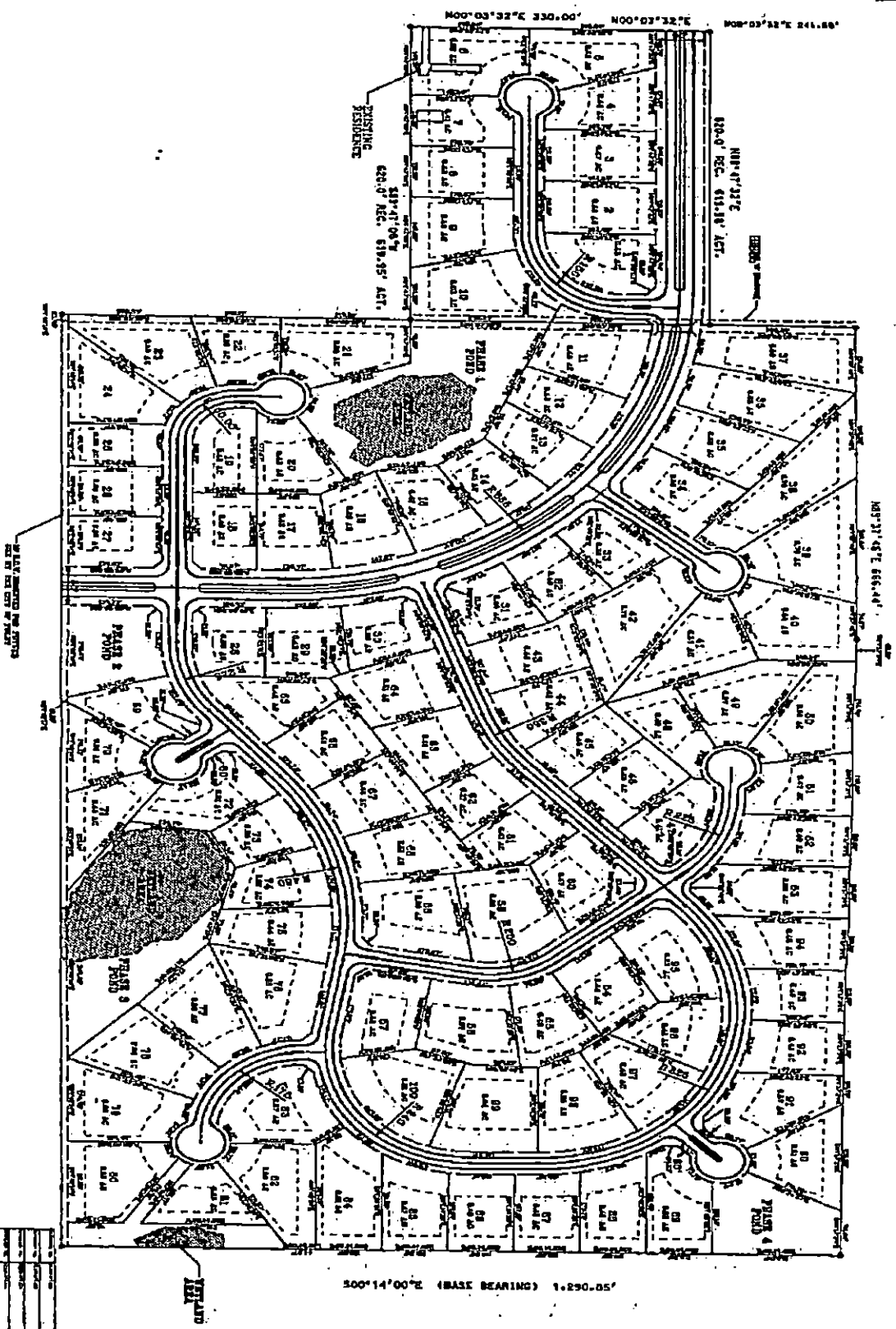
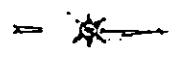
(PHASE III)

(LEGAL DESCRIPTION: Cont'd)

NORTHEASTWARDLY, ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 125.00 FEET, AN ARC DISTANCE OF 95.13 FEET, (CHORD BEARS NORTH 67 DEGREES 56 MINUTES 01 SECONDS EAST 92.85 FEET); THENCE RUN SOUTH 43 DEGREES 52 MINUTES 06 SECONDS EAST, A DISTANCE OF 161.39 FEET; THENCE RUN NORTH 53 DEGREES 05 MINUTES 12 SECONDS EAST, A DISTANCE OF 96.58 FEET; THENCE RUN SOUTH 00 DEGREES 15 MINUTES 51 SECONDS EAST, A DISTANCE OF 340.29 FEET TO THE POINT OF BEGINNING. TRACT CONTAINS 15.37 ACRES, MORE OR LESS AND LIES IN THE SOUTHWEST QUARTER OF SECTION 15, TOWNSHIP 7 SOUTH, RANGE 4 EAST, BALDWIN COUNTY, ALABAMA.

EXHIBIT B TO PROTECTIVE COVENANTS FOR CAMBRIDGE PARKE





NOT FOR FINAL RECORDING

Thomas R. Windigler	
Survey No.	17-01-001
Date	3/10/17
Scale	AS SHOWN
Project Name	WINDIGLER PARK PHASE ONE PRELIMINARY PLAN
Client Name	WINDIGLER L.L.C.
Address	1000 WINDIGLER PARK DALLAS, TEXAS 75241
Survey No.	17-01-001
Date	3/10/17
Scale	AS SHOWN
Project Name	WINDIGLER PARK PHASE ONE PRELIMINARY PLAN
Client Name	WINDIGLER L.L.C.
Address	1000 WINDIGLER PARK DALLAS, TEXAS 75241

LOT MAP AND LOT NUMBERS

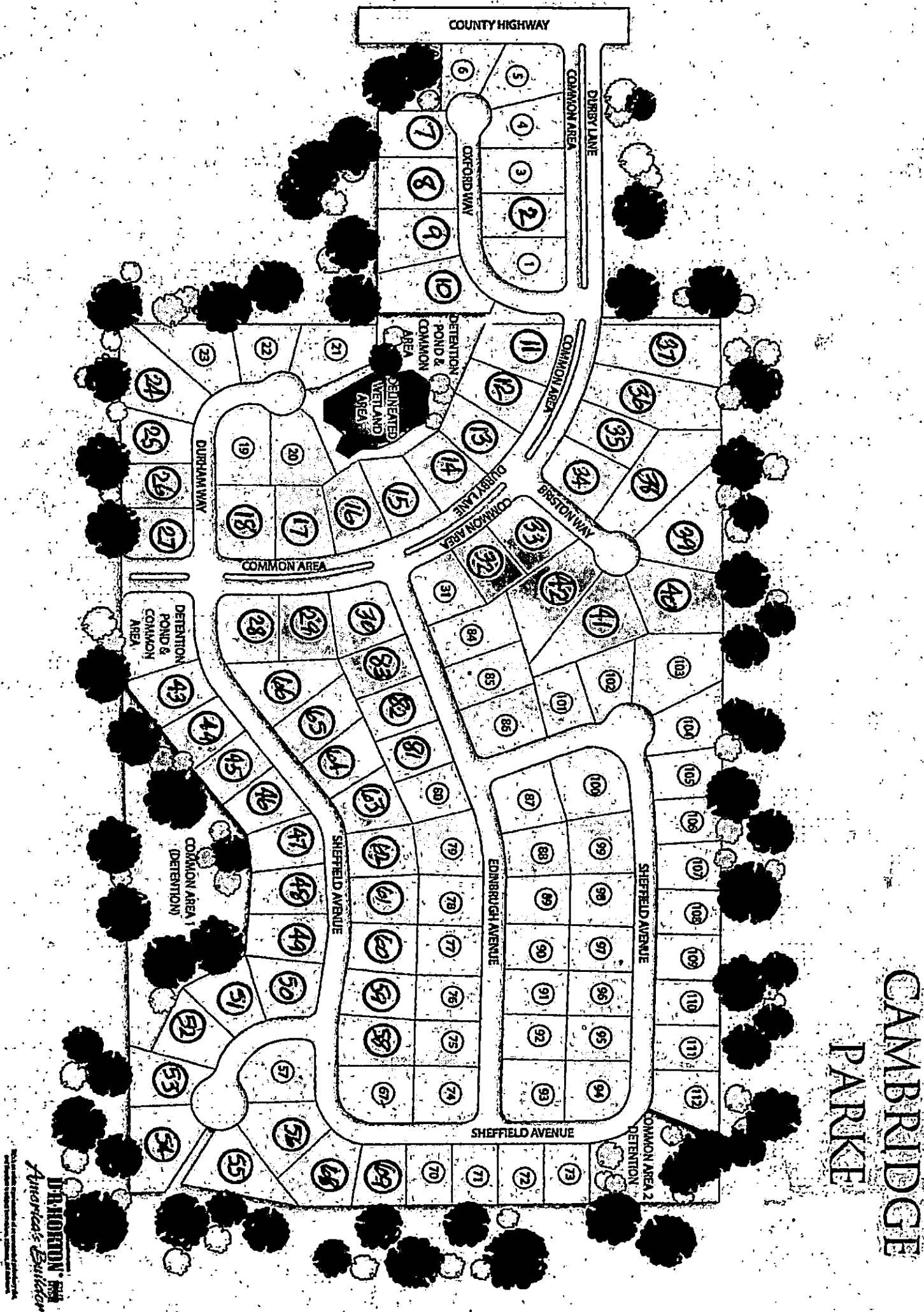


EXHIBIT C
TO
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR
CAMBRIDGE PARKE SUBDIVISION

CITY OF FOLEY, ALABAMA
LIST OF APPROVED TREES, SHRUBS AND GROUND COVERS.

This is a list of plants that are approved for use in PUD I Planned Tourist Development districts. The purpose of this list is to encourage the planting of drought tolerant native or drought tolerant non-invasive species in urban developments. It has been prepared from information supplied by Mobile Botanical Gardens, and may be changed periodically by the City based upon local experience with its use. Suggestions for improvements to this plant list may be made to the City.

<u>Scientific Name</u>	<u>Common Name</u>	
s Acalypha wilkesiana	Copper Plant	
t Acer barbatum	Florida Maple	
t Acer leucoderme	Chalk Maple	Native
t Acerrubrum	Red Maple	
t Acer palmatum spp.	Japanese Maple	
s Aescuius pavia	Red Buckeye	
t Aesculus parviflora	Bottlebrush Buckeye	Native
s Agarista poulifolia	Fetterbush	
s Ajuga spp.	Bugleweed	
g Ajuga reptans spp.	Purple Bugleweed, Silver Bugleweed	
s Alpiniazerumbet	Alpinia	
s Azalea spp.	Azalea	
s Baccharis halimifolia	Groundsel Bush	Native
s Bamboo spp.	Bamboo	
t Betula nigra	River Birch	
v Bougainvillea spp.	Bougainvillea	
s Buxus	Boxwood	
s Buxus microphylla asiatic	Boxwood Winter Gem	
s Buxus sempervirens	Dwarf Boxwood	
g Caladiums spp.	Caladiums	
s Calendula officinalis	Calenula	
s Callicarpa americana, spp.	Beautyberry, White Beautyberry	Native
s Calycanthus floridus	Carolina Allspice, Sweet Shrub	Native
t Calycanthus floridus	Carolina Allspice	
v Campis radicans	Trumpet flower	
s Camellia spp.	Camellia	
s Camellia japonica spp.	Camellia	
v Cape honeysuckle	Cape Honeysuckle	
s Carthartica compacta	Miniature Allamanda	
s Carya ilbiensis	Pecan	
t Carya ovata	Hickory	
t Cassia spp.	Cassia	
t Cephalantus occidentalis	Botton Bush	Native
t Cercis canadensis	Redbud, Forest Party	
t Chamaecyparis	Southern White Cedar	Native
v Clematis spp.	Clematis	
s Clethra alnifolia spp.	Sweet Pepperbush	Native
s Cleyera japonica	Cleyera	
<u>Scientific Name</u>	<u>Common Name</u>	

g	Coleus spp.	Coleus	
t	Conradina grandiflora	Coastal Rosemary	
g	Coreopsis ayriculata	Dwarf Coreopsis	
s	Cornus florida spp.	Dogwood	Native
t	Cornus amomum	Silky Dogwood	Native
s	Crinum spp.	Crinum	
f	Hemerocallis spp.	Day Lily	
s	Hibiscus spp.	Hibiscus	
t	Deutzia spp.	Deutzia	
s	Diospyros virginiana	American Persimmon	
g	Dusty miller	Dusty Miller, Silver Dust	
s	Eleagnus angustifolia	Eleagnus	
t	Feijoa sellowiana	Pineapple Guava	
g	Fern spp.	Fern	
v	Ficus repens	Fig Vine	
s	Forsythia x intermedia	Forsythia	
s	Fraxinus americana spp.	White Ash	
t	Fraxinus Ornus L.	Flowering Ash	
t	Gardenia spp.	Gardenia	
s	Gelsemium sempervirens	Carolina Yellow jasmine	
v	Ginko biloba	Maidenhair	
t	Golden raintree spp.	Golden Raintree	
t	Gordonia lasianthus	Loblolly Bay	Native
t	Hamamelis virginiana	Common Witch Hazel	
v	Hedra helix	English Ivy	
g	Hosta spp.	Hosta	
s	Hydrangea macrophylla spp.	Hydrangea	
s	Hydrangea paniculata	Tardiva Hydrangea	
s	Hydrangea quercifolia	Oakleaf Hydrangea	
g	Hymenocallis caribaea	Spider Lily, Tropical Giant	
s	Hypericum gahoides	St John's Wort	
s	Ilex spp.	Holly, Yaupon	
s	Ilex cassine	Dahoon Holly	
t	Ilex comuta spp.	Cornuta Holly, Dwarf Burford	
s	Ilex verticilata	Winterberry	
s	Ilex vomitoria spp.	Yaupon	
s	Illicium anisatum spp.	Star Anise	
s	Illicium floridanum spp.	Florida Anise	Native
s	Itea virginica	Sweetspire, Tasselwhite, Virginia Willow	
s	Jasminum officinale	Common jasmine	
g	juniperspp.	Juniper	
t	Juniperus chinensis spp.	Hollywood juniper	
v	Juniperus virginiana	Red Cedar	
t	Kalmia latifolia	Mountain Laurel	
s	Kerria japonica spp.	Kerria	
s	Kolkwitzia amabilis	Beauty Bush	
t	Kumquat	Kumquat	
t	Lagerstroemia indica spp.	Crape Myrtle	
g	Lantana spp.	Lantana	
t	Laurus nobilis	Bay Tree	
g	Leucophyllum fntescens spp.	Texas Sage	
s	Leucothoe axilaris spp.	Coast Leucothoe, Dog Hobble	Native
s	Leucothoe populifolia spp.	Fetterbushes	Native
s	Ligustrum spp.	Ligustrum	
g	Liriope spp.	Lilygrass	
s	Lyonia lucida	Fetterbush, Shiney Lionia, Staggerbush	
s	Lonicera sempervirens	Coral Honeysuckle	
v	Magnolia grandiflora	Southern Magnolia	
t	Magnolia kobus stellata	Star Magnolia	
t	Magnolia x soulangiana	Saucer Magnolia	
	<u>Scientific Name</u>	<u>Common Name</u>	

t	Mahonia bealei	Oregon Grape Holly	
g	Mexican heather spp.	Mexican Heather	
s	Myrica cerifera	Wax Myrtle	Native
t	Myrica cerifera	Wax Myrtle	Native
s	Nandina domestica spp.	Nandina	
s	Neviusia alabamensis	Alabama Snow Wreath	
s	Nyssasylvatica	Black Gum	
t	Oleander spp.	Oleander	
g	Ophiopogon japonicus	Mondo grass	
s	Osmanthus americana	Wild Olive	Native
s	Osmanthus fragrans	Sweet Olive	Native
t	Oxydendron arboreum	Sourwood	
g	Pachysandra	Pachysandra	
g	Penta spp.	Penta	
t	Persea borbonia	Swamp Red Bay	
t	Pinusglabra	Spruce Pine	Native
t	Pinustaeda	Loblolly Pine	
t	Pinus palustris	Southern Yellow Pine, Longleaf Pine	
s	Pittosporum tobira spp.	Pittosporum~	
s	Plumbago spp.	Plumbago	
t	Podocarpus macrophyllus	Spreading Yew	
g	Portulaca spp.	Portulaca	
s	Prunus coroliniana	Cherry Laurel	
t	Prunus coroliniana	Cherry Laurel	
s	Prunus sertina	Black Cherry	
v	Pyracantha coccinea spp.	Red Pyracantha	
t	Pyrus calleryana	Bradford Pear	
t	Quercus laurifolia	Laurel Oak	
t	Quercus phellos	Willow Oak	
t	Quercus shumardii	Shumard Oak	
t	Quercus virginiana	Live Oak	
g	Ranunculus repens	Buttercup	
s	Raphiolepis indica spp.	Rapheolepis	
t	Rhododendron alabamense	Alabama Azalea	
s	Rhododendron arborescens	Sweet Azalea	
s	Rhododendron austrinum	Florida Flame Azalea, Escatawpa Azalea	
s	Rhododendron carolinianum	Carolina Azalea	
s	Rhus virens	Evergreen Sumac	Native
g	Salvia spp.	Salvia	
s	Scaevola	Fanflower	
s	Spirea prunifolia	Bridal Wreath	
s	Taxodium distichum	Bald Cypress	Native
t	Taxus floridanum	Florida Yew	Native
s	Trachelospermum jasminoides spp.	Star jasmine	
s	Viburnum spp.	Viburnum	
t	Viburnum odoratissimum	Sweet Viburnum	
g	Vinca spp.	Periwinkle	
g	Weigelia spp.	Weigelia	
s	Wisteria frutescens	American Wisteria	
s	Wisteria sinensis	Chinese Wisteria	
s	Yucca recurvifolia	Soft Leaf Yucca	
s	Zamiafurfuracea	Cardboard Palm	
g	Zinnia linnearis spp.	Zinnia - Gold, Orange, White	

EXHIBIT D
TO
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR
CAMBRIDGE PARKE SUBDIVISION

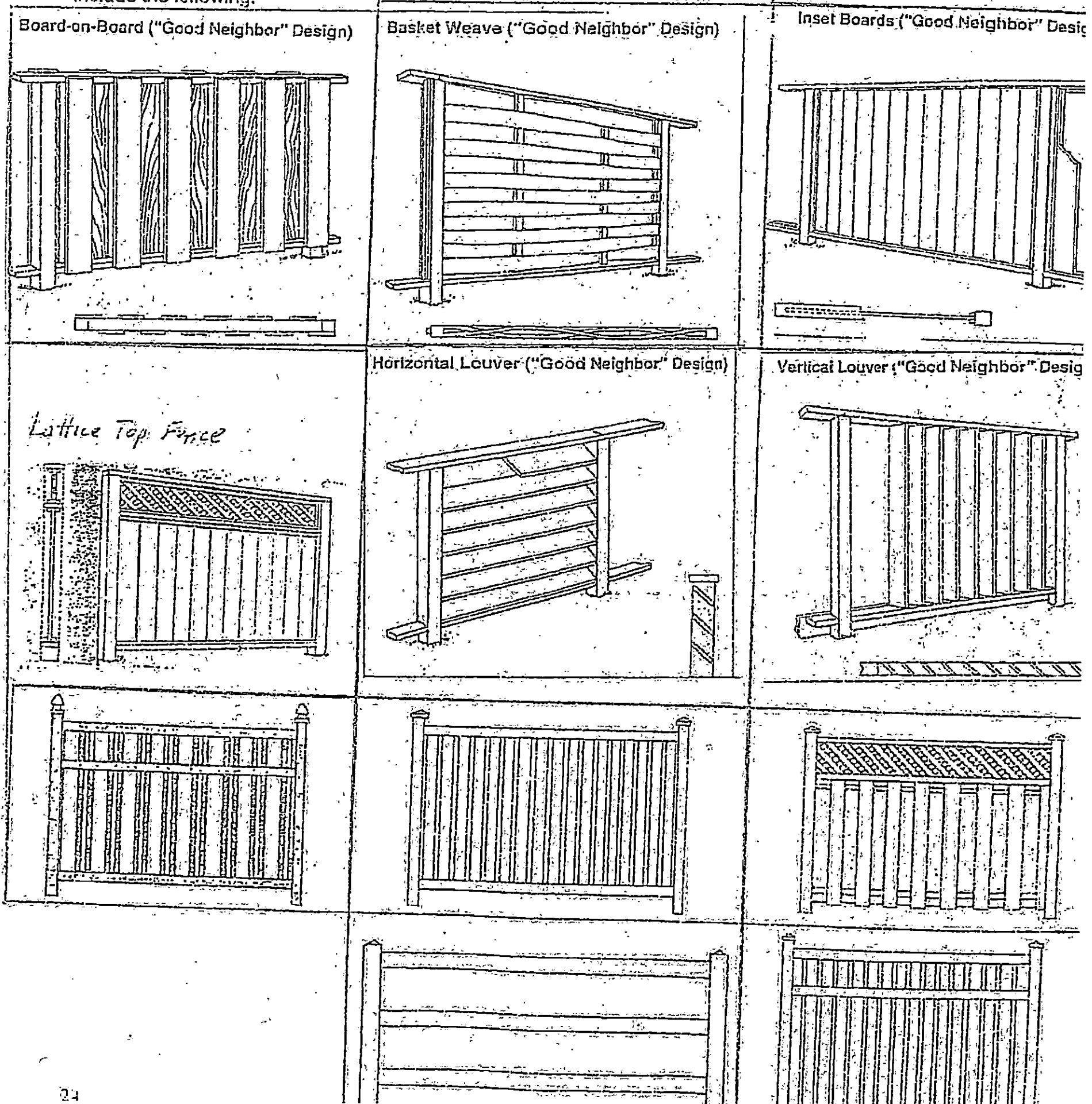
Sidewalk Specifications

The lot owner must repair any existing sidewalk broken during construction of any improvements upon the lot, to specifications.

EXHIBIT E
TO
PROTECTIVE COVENANTS FOR
CAMBRIDGE PARKE SUBDIVISION

Fence Design and Specifications:

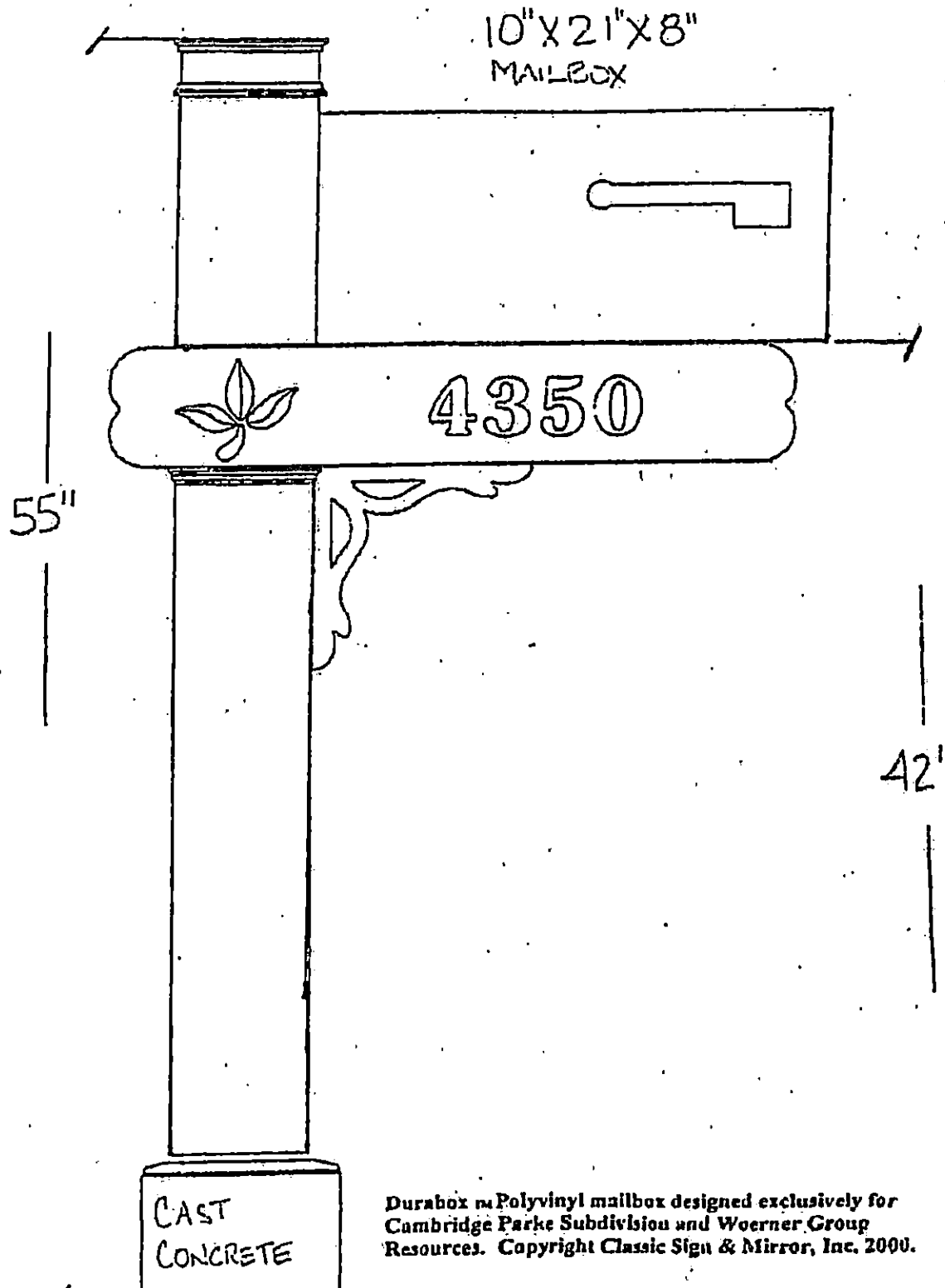
Fence design and specifications may provide for wood, vinyl and ornamental metal fences. Chain link, hog wire and similar type fences are not allowed. Each fence must be a "good neighbor" design and be individually approved by the ARC. Please contact ARC for information. Examples of good neighbor designs include the following:



**EXHIBIT F
MAILBOXES**

EXHIBIT F
TO
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR
CAMBRIDGE PARKE SUBDIVISION

Mailbox Design and Specifications:



Instrument 550988 Page 2301

Durabox is Polyvinyl mailbox designed exclusively for Cambridge Parke Subdivision and Woerner Group Resources. Copyright Classic Sign & Mirror, Inc. 2000.

Cambridge Parke

ARCHITECTURAL REVIEW COMMITTEES
RESIDENTIAL AND CONSTRUCTION GUIDELINES

ARCHITECTURAL REVIEW COMMITTEE'S

RESIDENTIAL AND CONSTRUCTION GUIDELINES

INTRODUCTION

Building a new community is an exciting and rewarding activity. It is an undertaking that requires the contributions of people and organizations with a wide range of ideas, goals and outlooks. These Guidelines have been prepared in direct future development activities in order to realize and maintain the vision of Cambridge Parke as a quality planned community. These Guidelines are designed to help facilitate the duties and responsibilities of the Architectural Review Committee, as established in Article II of the Protective Covenants for Cambridge Parke Subdivision. They are not meant to be rigidly inflexible, but as a guide allowing for expression of creativity and individuality. Variances may be allowed provided the applicant for the variance can meet the criteria enunciated in these Guidelines. The procedures for properly filing an application for a variance are found in these Guidelines. The success of Cambridge Parke depends in a great part upon the cooperation of all participants in following these Guidelines to make the community a lively, exciting place to live.

USE OF GUIDELINES

The requirements, objectives, standards and procedures contained in these Guidelines are all intended to establish and maintain a harmonious community image for Cambridge Parke. Through these Guidelines and the design review process thus created, a consensus is achieved between individual aesthetic judgment and the broader interests of community standards. The Guidelines supplement the DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS, the legal document accepted by every homeowner when title to the property is received. The Covenants establish the Architectural Review Committee and require the Committee's written approval before any improvement, or change to a site of building exterior of a residential property is made. The Committee is composed of three or more members initially appointed by the Developer. Members are selected with the overall objective of creating a balance between lay people and professionals in design and construction.

RESPONSIBILITIES

The Committee's responsibility is to ensure that the harmonious, high quality image of Cambridge Parke is implemented and maintained. More specifically, the Committee is empowered to perform the following services:

1. To review design applications for compliance with the Declaration of Covenants and design criteria.
2. To promote compatible design and harmonious relationships between parcels and within land uses.
3. To require and sustain high standards of design and quality construction.
4. To establish fees for the review of applications as may be required.
5. To assure that all properties are maintained in the manner prescribed by the

Declaration of Covenants.

6. To monitor and correct violations of design criteria as established by the Declaration of Covenants.
7. To amend design criteria as may be required from time to time.
8. To provide reasonable assistance to bring applications into compliance with criteria and covenants.
9. To maintain records of applications, design documents and other related items.
10. To inform members of the community concerning the activities of the Committee and changes in criteria as they may occur.
11. To review and rule on any variance application.

LIMITATION OF RESPONSIBILITIES

The primary goal of the committee is to review the applications, plans, specification, materials and samples submitted to determine if the proposed structures conform in appearance and construction criteria with the standards and policy as set forth by the Committee. The Committee does not assume responsibility for the following:

1. The structural adequacy, capacity or safety features of the proposed improvement or structure.
2. Soil erosion, uncompactable or unstable soil conditions.
3. Compliance with any or all building codes, safety requirement, governmental laws, regulations or ordinances.
4. Performance or quality of work of any contractor.

DESIGN REVIEW PROCEDURES

In order to obtain Architectural Review Committee ("Committee") review of proposed site or building exterior construction, the purchaser/builder ("Applicant") initiates the review process by submitting an application to the Committee. The Committee meets as necessary to review applications within ten (10) days of receipt and will render a decision on an application within fifteen (15) days from date of submittal. For a typical application, two copies of the Required Information (see following paragraph) must be submitted. One copy will remain on file with the Committee and one copy, with comments, will be returned to the Applicant. Each member of the Committee has an equal vote and a simple majority of all members will constitute a decision for approval or denial of an application.

The Applicant starts the formal review process by submitting the following REQUIRED INFORMATION:

PROJECT DATA

1. Name of Applicant
2. Address and telephone number of Applicant
3. Description of proposed construction
4. Builder name, address, and telephone number
5. Construction schedule (start and completion dates)

SITE PLAN DRAWING

A site plan drawn accurately to scale, showing location and extent of:

1. Lot lines
2. Location of house
3. Layout of proposed construction such as: drives, walks, etc., including dimensions, as appropriate.

GRADING PLAN

A detailed grading plan showing finished contours, building elevations, spot elevations on pavements, drainage swells/structures, curb/gutter/sidewalk locations, etc.

LANDSCAPE PLAN

A landscape plan for the entire site. Conceptual irrigation plan for the entire site including selection of city water, irrigation tap, or personal well for water source. The landscape plan may be submitted after start of construction, but prior to completion and occupancy of the home.

WORKING DRAWINGS

Complete working drawings and specifications for all proposed housing construction.

HOUSE SIDING

A sample of the proposed trim materials not less than twelve inches long with the proposed stain or paint color applied. ARC may waive this requirement if it is satisfied with a written description.

TRIM MATERIALS

A sample of the proposed house siding not less than one square foot in size with the proposed stain or paint color applied. ARC may waive this requirement if it is satisfied with a written description.

BRICK/MASONRY

A sample of any proposed brick or other masonry to be used, including grout color. ARC may waive this requirement if it is satisfied with a written description.

ROOFING

A written statement of type and color of roofing to be used.

ELEVATIONS

Final elevations of the proposed residence with front, rear and side views.

DETAILS

Materials, specifications and color chips for the following:

Exterior Doors
Garage Doors
Patio, Decks
Porches
Fences and Walls
Screen Enclosures
Exterior Lighting
Mechanical Equipment
Screens

ARC may waive this requirement if it is satisfied with a written description. The Committee will meet to consider the application, and will render a decision by voting. An affirmative vote of a majority constitutes approval. Within fifteen (15) days of completion of approved construction, the Applicant shall notify the Committee. The Committee then has up to fifteen (15) days to inspect the work. If the work is not done according to the approved application, the Committee has the authority to require the Applicant to remedy the defect within forty-five (45) days or be subject to the removal of any unapproved construction.

CERTIFICATE OF OCCUPANCY

Upon satisfactory completion of approved construction, the Committee may issue (or waive) a Certificate of Compliance upon which the Applicant may then apply for Certificate of Occupancy from the City of Foley, Alabama.

DESIGN GUIDELINES

The purpose of the Architectural Review Committee is to ensure consistent application of these Guidelines. The Guidelines are designed to promote those qualities in Cambridge Parke, which will bring value to individual properties and will promote the attractiveness and functional utility of the community. Those qualities include a harmonious relationship among structures, vegetation, topography, and overall design of the community. These Guidelines set forth very specific criteria related to site development and housing construction and represent the standards, which will be applied by the Committee in reviewing proposed construction:

LOT GRADING

1. The applicant is required to replace any topsoil removed from lot during construction process.
2. Any change to grading shall be approved by the Committee. No new grading shall divert water onto other properties or alter existing drainage patterns.
3. Patios, lawn areas, shrub beds, etc. shall be sloped away from foundation.

BUILDING RESTRICTION/SETBACKS

1. Unless otherwise noted, the minimum setbacks for all residential building including sheds and garages shall be

Front Street: Phases I & II 50 feet Phase III & IV 35 feet

Side Street: 30 to 50 feet
 Side: 12 feet
 Rear: 30 feet

2. The minimum square footage for each residence will be as follows: (Heated and Cooled Space)

	<u>Phase I</u>	<u>Phase II</u>	<u>Phase III</u>	<u>Phase IV</u>
a. Single-story Dwelling:	2,000 S.F.	2,200 S.F.	1,800 S.F.	2,200 S.F.
b. Two-story Dwelling:	2,000 S.F.	2,200 S.F.	1,800 S.F.	1,800 S.F.

Two-story dwellings must have 1,800 S.F. on bottom floor that may include open porches and garages.

PARKING

All single-family homes shall provide for off-street parking as follows:

1. All homes in Phase I & II shall have side-entry garages with the capacity for at least two cars. Homes in Phase III shall have garages opening with capacity of at least two cars and may open to the front.
2. No driveway shall be steeper than ten (10%) percent grade.

BUILDING ARCHITECTURE

The overall goal of the Community Development Guidelines is to maintain high quality and harmonious design within each neighborhood, while allowing for diversity and individual choice of home style. While no specific architectural style is dictated, building types whose form, scale and character are strongly suggestive of regional styles inappropriate to the Coastal South are discouraged.

BUILDING SITE

The Applicant is encouraged to carefully evaluate the finish floor elevation of each home relative to the adjacent homes' finished floor elevation and the existing grade. Required minimum 12" above the centerline of road. In order to maintain consistent streetside character of the homes along each street, abrupt or unnecessary modifications to the existing grades are discouraged.

EXTERIOR FACADES

1. The repetition of a particular elevation is limited to two issues within ten continuous homes on either side of the street, unless a major variation exists that removes the visual similarity. The same design shall not be used in lots facing each other across a street.
2. The number of different exterior materials shall be limited to three (four upon proper application for a variance), and the number of exterior colors shall be limited to three on any one house. The factors the Committee will consider while reviewing the variances are:

- a. Whether it will be contrary to the interest of other owners within the neighborhood.
- b. Does it deviate from the quality and harmonious design within the neighborhood?
- c. Where a literal enforcement of the provisions of the Residential Guidelines will result in unnecessary hardships on the part of the applicant.
3. Avoid blank walls where possible. Blank walls facing a collector or arterial street are prohibited. Side of homes facing a street (as on corner lots) shall have windows.
4. Maximum building height shall be 35 feet at ridgeline of roof.
5. A minimum of three (3) roofline elevation changes is recommended. However, certain other designs may be approved
6. All garage doors should be constructed of decorative paneling with an overhead opening. The paneling for the doors should be horizontal panels.

DOORS

The front door shall be located and delineated to adequately define the main entry. Storm and/or screen doors may be allowed, with permission by the Architectural Review Committee, on the exterior side of the front doors.

WINDOWS

All windows shall be painted or made of non-reflective metal frames and dividers. No reflective glass is permitted. All windows shall be covered with curtains, drapes or other acceptable coverings within two months of occupancy.

TRIM AND MOLDING/SHUTTERS

1. Trim and molding shall be used to provide a finished quality to the structure.
2. Fixed or operable shutters shall be as tall as the windows.
3. Awnings, canopies and shutters shall not be permitted or affixed to the exterior of the building without prior approval by the Committee.

GARAGES

1. Attached garages shall be designed as integral elements of the house.
2. Detached garages, where allowed, shall be of compatible design with the home. Roof slopes shall be similar to the home. They shall be connected to the house by a fence, trellis or other architectural feature.
3. Automatic garage door openers are required.

ROOFING

1. Acceptable roofing materials include dimensional asphalt shingles, minimum grade GAF Woodline or equal; glass-fiber shingles shakes, certain types of tile or metal seamed. Other materials will be evaluated on individual basis and in accordance with the procedures listed herein.
2. All rooftop appurtenances (vents, stand pipes, etc.) shall be painted to match the roof or trim color. Locate these appurtenances on the roof pitch away from the street if possible. Roof heating or cooling units of any type are prohibited.

3. Any solar collectors shall be placed so as to appear as an integral part of the roof structure and must be located on the rear of the roof.
4. All exterior antennae are prohibited. Satellite dishes are allowed so long as they are 18" in diameter or less and affixed to the home in an unobtrusive manner.
5. Roof colors shall be an integral part of the exterior color scheme for the building.
6. A minimum of three (3) roof elevation changes is recommended. However, certain other designs may be approved.

EXTERIOR MATERIALS

1. Only building materials of proven durability and quality are to be used.
2. Siding and trim materials shall be sufficiently rigid to prevent warping.
3. All exterior painting of a home shall be in harmony with the other existing homes in the immediate area or street. The Committee shall determine color acceptability in accordance with the established guidelines and procedures. Bright colors (other than white) cannot be used as the dominant exterior color on a building.

LANDSCAPE

The following LANDSCAPE GUIDELINES set minimum standards for the landscaping within single-family neighborhoods to be provided by the Applicant.

MINIMUM REQUIREMENTS

1. All housing lots shall be landscaped by the Applicant prior to home occupancy or within sixty (60) days after, weather conditions permitting.
2. Erosion control measures must be in place prior to home occupancy. This includes erosion seeding and other applicable measures such as riprap on those lots that border a storm drain line which outfalls at the low part of a home site. Erosion control fencing shall be in place during the construction phase of each home site and shall remain until the home is occupied and the site is properly landscaped and maintained if needed.
3. An irrigation system tapped to the City irrigation water line or personal well is required to all landscaped areas installed by the Applicant. All automated or manual systems must be in compliance with all applicable building code requirements. All backflow control devices are to be located or screened so that they are not visible from public streets.
4. The minimum site area landscaping installed by the Applicant on the lot shall be provided and installed within sixty (60) days of occupancy.
 - a. Front areas from rear of home to street shall present an attractive appearance, emphasizing and reinforcing the major entry and the architectural design of the house. Landscaping shall incorporate a mix of existing trees and shrubs and ground cover equal to scale and design of the houses provided by the Applicant.
 - b. The immediate area around each house shall be provided with shrubs and/or hedges sufficient in size and quantity to provide an effective foundation planting.
 - c. Each lot shall also be provided with sufficient shrubs, hedges and/or groundcovers to provide partial screening, seasonal color and intermediate scale to the lot.

- d. All areas of the lot not landscaped in planting beds shall be sodded with approved grass species.
 - e. All landscape and sodded areas shall be irrigated.
5. Undeveloped areas, held in reserve for future building or pavement development by an applicant need not be irrigated or fully landscaped. However, these areas shall (if the natural vegetation has been disturbed or is deemed inadequate to prevent erosion), as a minimum, be seeded with a drought resistant turf mix to hold down weed growth and to minimize wind and water erosion.
6. The use of nonliving objects such as ornament in the landscape is discouraged, particularly in front or side yards visible from adjacent properties and roads. The Committee must approve all exterior objects and sculpture.
7. Existing trees and shrubs within the building footprint and twenty (20) feet surrounding the footprint may be removed, as the owner deems necessary. From the remainder of the lot, the owner may remove no more than twenty (20%) percent of trees in excess of six inch (6") diameter measured at three feet above ground level, and not more than forty (40%) percent of the total vegetation, without the consent of the ARC.

ACCEPTABLE LANDSCAPED MATERIAL AND PRACTICES

1. Plant Quality/Size:
 - a. Plant material used for landscaping in conformance with the provisions of this section shall equal or exceed the standards. Standards for sizing and measurements of plant material shall also be in accordance with this document. The sizes for plant material given in this section shall be the minimum size at the time of installation.
 - b. All trees shall have a minimum planting area of twenty-five (25) square feet with a minimum distance of two and one-half (2 ½) feet from the center of the tree trunk to the near edge of any landscape area.
 - c. Shrubs classified as a "spreading type" shall have a minimum spread of eighteen (18) inches; those classified as an "upright type" shall have a minimum height of thirty (30) inches. The Committee shall reserve the right to approve a lesser size of shrub with greater density.
 - d. Groundcovers shall be in minimum of two and one-quarter (2 ¼) inch pots and planted at a minimum of eight (8) inches on center.
 - e. Hedges shall be planted a minimum of three (#) feet on center. Shrubs used in hedges shall be the minimum size required for shrubs set forth in this section.
2. Workmanship:
 - a. All plant material shall be installed in accordance with best standard nursery practice, with the quality of plant materials as described in this section.
 - b. All major and minor trees with root systems which are likely to cause damage to public roadways or underground utility lines shall not be planted so as to damage such public works.
 - c. Use of indigenous inorganic materials (i.e., rocks, gravel) to function as groundcover or paving substitutes shall be allowed only with Committee approval and shall be used only when governed by a strong design concept or in areas where organic material will present maintenance or logistics problems.
 - d. All major and minor trees shall have a mulch bed with a minimum radius of

two and one-half (2 ½) feet measured from the center of the tree trunk(s). Each shrub shall have a mulch bed that has a minimum radius of twelve (12) inches measured from the center of the plant. Shrubs planted in mass shall have a continuous mulch bed. All vines and groundcovers shall have a bed minimum of two (2) inches in depth.

3. Recommended Plant Material/Palette:

- a. It is recommended that all plants be selected from the City of Foley list of approved trees, shrubs and ground covers (Exhibit C attached to the Declaration of Covenants).
- b. Plant material marked by * are recommended for street right-of-way planting. All major trees used in the project (except right-of-way) shall be two and one-half (2 ½) inches minimum caliper. Other trees can be used as approved by the Committee after submittal.

Major Trees

American Holly	(Ilex Opaca Var.)
Chinese Elm	(Ulmus Parvifolia semper Vierns "Drake")
Laurel Oak	(Quercus Laurifolia)*
Live Oak	(Quercus Virginiana)*
Red Maple	(Acer Rubrum)
River Birch	(Betula Nigia)
Slash Pine	(Pinus Elliotti)*
Southern Magnolia	(Magnolia Grandollora)
Sweet Gum	(Liquidamber Styravillus)
Sycamore	(Plantanues Occidentals)*
Tulip Poplar	(Liriodendron Tulipifera)
Water Oak	(Quercus Nigra)
Bald Cypress	(Toxodium Disitchum)*

Minor Trees:

American Holly	(Ilex Poaca)
Bradford Pear	(Pyrus Calleryana "Bradford")
Cherry Laurel	(Prunus Caroliniana)
Chinese Tallow Tree	(Saplum Sebiferum)*
Crepe Myrtle	(Lagerstronemia Indica)
Wax Myrtle	(Myricca Cerifera)*
Weeping Willow	(Saliz Babylonica)

Shrubs and Hedges:

All plant material used for hedges and screens shall be planted to create an eighty (80%) percent opaque screen at thirty (30) inches of height. The following is a brief or representative material. Other material can be used as approved by the Committee after submittal.

Azaleas	(Rhododendron Sp.)
Common Oleander	(Nerium Oleander)*
Dwarf Burford Holly	(Ilex Cornuta Burfordi Nana)

Firethorn
Japanese Privet
Red Top

(Pyracantha Coccinea)
(Ligustrum Japonicum)
(Photina Serrulata)

LANDSCAPE MAINTENANCE

1. All plantings shall be maintained in healthy growing condition. Fertilization, cultivation and pruning shall be carried out on a regular basis.
2. Dead or dying plants shall be removed and replaced as quickly as possible. (Thirty (30) days maximum unless seasonal conditions prohibit.)
3. All plantings are to be irrigated or watered as often as necessary to maintain healthy growing conditions.
4. All lawns shall be kept neat and mowed to maximum of three (3) inches in height.
5. The site shall be maintained in a safe, clean and neat condition free of rubbish and weeds.
6. Irrigation systems are to be kept in proper working condition. Adjustment, repair and cleaning are to be done on a regular basis.

FENCING

The Architectural Review Committee may allow fencing on lots subject to review and approval.

MINIMUM REQUIREMENTS FOR APPROVED FENCING

1. All perimeter and interior fencing constructed shall be of an ARC approved "good neighbor" design which presents a finished appearance substantially the same on both sides of the fence. The fence shall not exceed six (6) feet in height and may be further restricted as the ARC deems appropriate.
2. No fencing shall be constructed in front yards or block established drainage ways. The ARC may grant exceptions in special circumstances, provided, however, that no exception granted may be relied on as a precedent or permission for any other exception.
3. All fencing must be submitted for approval to the Committee.
4. No fencing shall be constructed in such a way as to block views and restrict free flow of open space between homes and throughout the neighborhood.
5. Fencing should relate to the principal architectural features of the home in design, location and the way in which it connects to the existing house. Walks that are an integral part of the residential design are permitted within the fencing setback.
6. Planting Shall be integrated with all fencing schemes in order to soften the visual impact.
7. The tops of all fences shall be level. If the ground slopes, the fence shall be stepped.
8. Gates shall match fencing in design, material, height and color..
9. Chain Link, hog wire and barbed wire fences are prohibited.
10. Examples of approved materials for fencing are cedar, pressure treated Southern Pine or Redwood. Finish shall match or complement that of the dwelling.

SCREENING

Approved fencing or other approved means (such as plant material) shall be used to screen the unsightly objects such as trash receptacles, air conditioning units, firewood, etc. The purpose of the screening requirement is to ensure that residential neighborhoods have a neat and orderly appearance free from the visual clutter that detracts from property values and community character.

GARBAGE AND REFUSE

All trash, refuse, rubbish, garbage and other wastes shall be kept in closed containers such as garbage cans, waterproof boxes, etc. These containers shall be kept out of view.

FIREWOOD

Firewood shall be neatly stacked and should be located within the confines of a screened enclosure such as a fence or wall.

MECHANICAL EQUIPMENT/UTILITIES

All utilities shall be installed underground. On-grade utility appurtenances, such as electrical transformers, utility meters, etc. shall be screened using approved landscape planting. Mechanical equipment, such as air conditioners, heating equipment, etc., shall be installed as an integral part of the architecture whenever possible. Under no circumstances shall these items be roof mounted or located in such a way as to be visible for neighboring properties or public streets.

MISCELLANEOUS ITEMS

SIGNAGE

1. No signs of any type shall be displayed on the home site after initial occupancy, except for a single sign advertising the home for sale or rent. This single sign shall be in accordance with these design guidelines.
2. No signs shall be posted in the windows of a home except those specifically approved by the Committee.
3. The Committee must approve all temporary sales center signs or other individual builder signs.
4. All streets within Cambridge Parke will have a coordinated street name/stop sign system that will be provided by the Developer.

MAILBOXES

Mailboxes of the standard Cambridge Parke design shall be provided and installed by the Developer. The mailboxes and posts shall not be stained or painted in a color different from the original. Other boxes, newspaper tubes, etc. shall not be installed or affixed to the original mailbox or post. Maintenance of mailboxes is the responsibility of the Applicant.

LIGHTING

1. The standard street lighting fixture used at Cambridge Parke shall be used to illuminate all public streets.

2. Other site-specific exterior façade lighting of houses shall not be directed in such a manner as to create an annoyance to adjoining properties.
3. No other exterior lighting visible from the street shall be allowed except for approved lighting originally installed on the residence, and Christmas lights.
4. High wattage area lighting ("yard lights") is prohibited. Illumination of roofs or features on roofs is prohibited. Multi-colored façade lighting is prohibited.

ANCILLARY STRUCTURES

1. The Committee shall approve all ancillary structures, such as greenhouses, trellises, arbors, cabanas, etc. Any such structures shall be sited and designed to be compatible with the house and all adjacent houses, fences, etc.
2. In no case shall ancillary buildings be located within the setbacks required by the City.

DRIVEWAYS

Any modifications to a driveway shall be approved by the Committee. All driveways must be constructed of concrete or brick pavers – asphalt driveways are disallowed.

SIDEWALKS

Where sidewalks are installed by the Developer, the Applicant shall be responsible for repairing and/or replacing sidewalks if damaged by the Applicant or builder.

RETAINING WALLS

1. All retaining walls shall be approved by the Committee and will conform to these guidelines. The Applicant is encouraged to use materials that are compatible with the building construction (wood painted or stained to match the house, brick or stone to match the house, etc.).
2. Retaining walls that divert water onto other properties or otherwise substantially alter existing drainage patterns are prohibited.

EXEMPTIONS

The following types of changes, additions or alterations do not require the approval of the Committee. Although exempted, all work must proceed in accordance with all state and local building codes and other construction requirements.

1. Addition of plants to a property in accordance with a previously approved landscape plan.
2. Modifications to the interior of a residence when those modifications do not materially affect the outside appearance of the structure.
3. Repainting and/or re-staining in original colors.
4. Repairs to a structure in accordance with a previously approved house plan.
5. Placement of real estate "For Sale" signs, which are in accordance with approved signage guidelines.

PROHIBITED USES

Certain uses are prohibited within residential neighborhoods at Cambridge Parke. Among those prohibited uses are the following (refer to the DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR CAMBRIDGE PARKE for more detail):

1. Noxious or Offensive Activity. Uses or activities that constitute an annoyance or nuisance to the neighborhood are prohibited at Cambridge Parke, including those that will detract from the overall enjoyment and quality of the neighborhood. Uses or activities that are defined as noxious or offensive include, for example, parking vehicles on lawns or front yard areas during construction, exterior sound systems that create noise heard beyond the property lines, etc.
2. Outdoor Storage. Storage of trash, building materials, construction equipment, etc., in an unscreened area on a residential site is prohibited. Refer to the section on fencing for further detail.
3. Commercial Uses. Most business activities are prohibited within residential neighborhoods in Cambridge Parke. Prohibited activities include in-house businesses that attract clients or customers, such as beauty salons, etc. Such in-house businesses as machine shops, car repair, or other similar commercial/industrial businesses are also prohibited.

PROTECTIVE COVENANTS

This document is a supplement to the DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR CAMBRIDGE PARKE. The covenants are the legal document that is accepted by every homeowner in Cambridge Parke when title to the property is taken. The Covenants established the Architectural Review Committee and give the Committee the authority to establish the additional guidelines and procedures set forth in the preceding pages. Where the Covenants and Guidelines differ in requirements or procedures, the more restrictive shall apply. Where the two are contradictory, the more restrictive shall apply.

CAMBRIDGE PARKE PROPERTY OWNERS ASSOCIATION, INC.

As described in the Declaration of Covenants, all common property will be transferred to, and maintained by Cambridge Parke Property Owners Association, Inc. These common property areas include, but are not limited to: detention pond areas, entry features at major project entrances, landscape improvements along boulevards and streets and recreation areas.

APPENDIX A DEFINITIONS

As used in the Residential Guidelines, the following terms shall have the meaning given in this section unless a different meaning is clearly required by the context:

1. **APPLICANT**. Any person or organization who or which has made or intends to make a submittal to the Committee for its review and comment or official review and approval/denial of the submittal.
2. **ARCHITECTURAL REVIEW COMMITTEE**. A special committee established under the provisions of the Declaration of Covenants, Conditions and Restrictions for Cambridge Parke Subdivision, for the purpose of revising and approving or denying proposals for land and building improvements within Cambridge Parke.