

SUPPLEMENTED, RESTATED AND AMENDED
**Declaration of Covenants,
Conditions and
Restrictions**

for

**Cambridge
Parke**

866840

Subdivision

Amendment Number 1 Dated January 27, 2005

State of Alabama, Baldwin County
I certify this instrument was filed
and taxes collected on:

2005 January -27 2:56PM

Instrument Number 866840 Pages 19
Recording 57.00 Mortgage
Deed Min Tax
Index DP 5.00
Archive 5.00
Adrian T. Johns, Judge of Probate

**SUPPLEMENTED, 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 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 (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
Phase IV, if built	1 or more Lots not to exceed 110 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, of 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 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 II

ARCHITECTURAL REVIEW COMMITTEE.

2.01 Establishment and Composition. There is hereby established an Architectural Review Committee ("ARC") which shall consist solely of the Declarant until Declarant appoints three (3) regular members ("Regular Members") and two alternate members ("Alternate Members"). Members of the ARC shall serve without salary or pay and none of the members shall be required to be an architect or meet any other particular qualifications for membership. Declarant may at any time remove any member of the ARC or replace any member or name a new member in place of any member who has resigned or died. The decision of a majority of the members of the ARC shall be the decision of the ARC. In the event of death, resignation, or removal of one or more members of the ARC, the remaining members shall have full authority to act in the name of the ARC. With respect to all matters that are by the terms of this instrument, to be decided by the ARC, the decision of the ARC shall be final and binding on all parties. Declarant shall protect and indemnify the members of the ARC, which it designates, against any loss, cost, liability, damage or expense suffered or incurred as a result of actions taken by them in good faith as members of the ARC.

At the expiration of ten years from the date of filing of these restrictions, or upon the original sale of eighty-eight (88) of the subdivided lots by DECLARANT, or upon voluntary relinquishment of control of the ARC by Declarant, whichever shall first occur, the ARC shall be elected by a majority vote of all the lot Owners in said Subdivision (one vote per lot owned). Members so elected shall serve for concurrent three-year terms until his successor is duly elected, or until his death, resignation or removal from office as hereinafter provided. Vacancies on the ARC due to death, resignation or removal shall be filled for the unexpired term by appointment by the remaining ARC members. If the remaining members cannot agree on a successor, then a special election of the lot Owners shall be called within sixty days of occurrence of vacancy. Members elected by the lot Owners may be removed from the ARC upon majority vote of the lot Owners, in an election called pursuant to a petition in writing signed by at least ten lot Owners. The ARC shall provide for and hold

elections periodically as required herein and shall have the authority and responsibilities herein provided. The lot Owners shall protect and indemnify the members of the ARC against loss, cost, liability, damage or expense suffered or incurred as a result of actions taken by them in good faith as member of the ARC.

2.02 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 shall be final, conclusive and binding upon the applicant.

2.03 Voting and Status of Alternate Members. Except as otherwise provided herein, a vote or written consent of a majority of the Regular Members of the ARC at a meeting or otherwise shall constitute the act of the ARC. Except as hereinafter provided, Alternate Members shall not be entitled to vote. In the event of absence or disability of one (1) or more Regular Members, the remaining Regular Members, even though less than a quorum, may designate an Alternate Member to act or substitute for the absent or disabled Regular Member for the duration of such absence or disability. The Alternate Member so designated shall be entitled to vote in place of the Regular Member for whom the Alternate Member so substitutes. Notwithstanding the foregoing provision, the ARC is not authorized to act unless at least one (1) Regular Member is present, or in the event action is taken without a meeting, unless at least one (1) Regular Member consents in writing thereto.

2.04 Term of Office. The term of each ARC member shall be for a period of three (3) years and thereafter until the appointment of a successor. Any new member appointed to replace a member who has resigned or been removed shall serve such member's unexpired term. Members who have resigned or whose terms have expired may be reappointed.

2.05 Appointment and Removal. Except as provided below, the right to appoint and remove all Regular Members and Alternate Members of the ARC at any time, with or without cause, shall be, and hereby is, vested solely in the Declarant. At such time as Declarant no longer owns any portion of the property subject to this Declaration or at such time that the Declarant records a waiver of the right herein retained, whichever event occurs first, then the Association shall appoint all Regular members and Alternate Members of the ARC in accordance with the by-laws of the Association.

2.06 Vacancy. Any Regular Member or Alternate Member of the ARC may resign at any time from the ARC by giving written notice thereof to the Declarant or the Association, as the situation requires. Vacancies on the ARC, however caused, shall be, except as provided in Section 2.05 of this Article, filled by the Declarant. A vacancy shall be deemed to exist in the case of death, resignation, or removal of any Regular Member or Alternate Member.

2.07 Transfer of Authority to the Association. The duties, rights, powers and authority of the ARC constituted hereby may be assigned at any time, at the sole election of a majority of the Regular Members of the ARC, to the Association, and from and after the date of such assignment, and the acceptance thereof by the Association, the Association shall have full right, authority and powers, and shall be obligated to perform the functions of the ARC as provided herein (and in the by-laws of the Association).

2.08 Address. The physical address of the ARC shall be 818 N. McKenzie Street, Foley, Alabama 36535, and the mailing address shall be Post Office Box 820, Foley, Alabama 36536, or such other place or mailing address as may be designated (from time to time) by the ARC by written instrument filed for record in the Office of the Judge of Probate of Baldwin County, Alabama, and the last instrument so recorded shall be deemed the ARC's proper address.

2.09 Duties. It shall be the duty of the ARC to receive, consider and 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 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, watering systems; and
- (d) Driveway size.

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

2.16 Decisions Conclusive. All decisions of the ARC 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.

2.17 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.

2.18 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.

2.19 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.

2.20 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 unless the ARC finds that because of the unique quality and style of the said premanufactured or modular home, the same shall not be inconsistent with the Subdivision and shall otherwise be appropriate therefor. 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, 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.

3.07 Type and Size of Buildings.

A. 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, and EIGHTEEN (1,800) HUNDRED square feet of Phase III. A multi-story residence shall include a minimum of eighteen Hundred Square feet on the ground floor that may 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.

B. 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, 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.

C. Garages must be designed so that the garage doors do not face the street fronting the lot in Phases I and II. 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.

3.9 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 (10) 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 Completion of Construction. Each dwelling or other building shall be completed within six months after commencement of construction unless completion is prevented by conditions found by the ARC to be beyond the control of the Owner.

- 3.11 Swimming Pools. No swimming pool shall be constructed, placed, altered or maintained upon any lot without the prior written approval of the ARC of the type, design and location thereof. Any such swimming pool must also be constructed, equipped and maintained in accordance with the requirements of the appropriate city, county and state authorities.
- 3.12 Garbage Disposal Containers and Equipment. All outside garbage disposal containers must be screened from public view and kept in a clean and sanitary condition.
- 3.13 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.
- 3.14 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.
- 3.15 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.
- 3.16 Sidewalks Sidewalks, where specified in the subdivision plat, shall be constructed by each lot Owner upon completion of the residence. Side walks 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)..
- 3.17 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.
- 3.18 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.
- 3.19 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.
- 3.20 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.
- 3.21 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.

3.22 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.

3.23 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 a 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 Homeowners 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 Directions 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 Declarant. 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 if binding upon the Association as of the date of its issuance.

6.11 Effect of Nonpayment of Assessments; Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of 10% per annum. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property. No Owner may waive or otherwise escape liability for the assessment provided for herein by non-use of the Common Area or abandonment of his Lot.

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 Amendments. Declarant, in its sole discretion, without the necessity of consent or approval by any Lot Owners or other interest parties, may from time to time, until July 1, 2010, amend any or all of this Declaration provided that such amendment(s) do not materially alter the scheme of development within the Subdivision or add burdens to Lots no longer owned by Declarant, unless the Owners of such Lots consent in writing. In all events until July 1, 2010, Declarant shall have the right to amend unilaterally this Declaration without the necessity of consent or approval by any Lot Owners or other interested parties to cause this Declaration to conform to the then applicable prerequisites for approval by the Veterans Administration or the Federal Housing Administration.

Otherwise, this Declaration may be amended by the affirmative vote of a majority of the members of each class of stock that is, as determined by the Board of Directors of the Association, affected by the amendment.

IN WITNESS WHEREOF, WINDBIGLER L.L.C., has cause 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.


by its MANAGER,

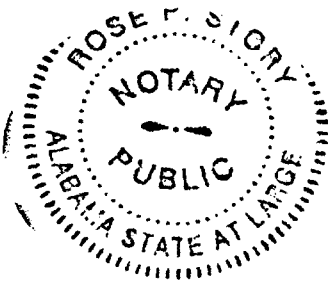
STATE OF ALABAMA
COUNTY OF BALDWIN

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.

Rose P. Story

Notary Public



My Commission Expires April 9, 2008

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

LEGAL DESCRIPTION:

PHASES I AND II

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' R/W); 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.

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

LEGAL DESCRIPTION:

PHASE III

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 DISTANCE OF 215.02 FEET; THENCE RUN NORTH 89 DEGREES 44 MINUTES 09 SECONDS EAST, A DISTANCE OF 50.36 FEET; THENCE RUN 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.